ROUTING FORM – RQN #: 5224	Date: 6/10/2019

☒ AGREEMENT ☐ AMENDMENT ☐ BOARD REPORT FOR PRE-APPROVAL

Vendor Name: FISHBIO

Title/Brief Description of Document: Agreement – $300K

Originating Dept.: Water Resources Agency Dept. Contact WITH Phone #: Jessell Fenley, Ext: 4896

This Agreement or Amendment requires Board Approval: Yes ☒ No ☐

This Agreement requires an MYA: Yes ☒ No ☐

AGREEMENT TYPE

☒	RQNSA – Standard Agreement	☐	RQNNS – Non–Standard Agreement
☐	RQNIT – ITD Standard Agreement	☐	RQNIN – ITD Non-Standard Agreement
☐	RQNPB – Pre-Board Standard Agreement	☐	Non-Standard Board Agreement (Not to be tracked within RQN)
☒	Insurance & Endorsement Current	☐	VDR & Non-Resident State Forms Verified

ROUTING AND APPROVALS*

Each Approving Authority is requested to forward the Service Contract to the next Approving Authority in the order listed herein. Thank you.

	Approving Authority:	Approval Initials	Comments:	Date Reviewed
1st	ITD(**for all ITD related contracts**)		Click here to enter text.	
2nd	County Counsel (**required**)	KLD	Click here to enter text.	7/24/19
3rd	Risk Management (non-standard insurance and/or indemnity provisions)		Not Applicable	
4th	Auditor-Controller (**required**)		.	7/25/19
5th	Contracts/Purchasing (**required**)		Please forward to CAO Office Juan Lopez. Thank you	7/29/19
	Return to Originating Department Instructions		Jessell Fenley – ext: 4896 Thank you.	

* In the event that one of the approving authorities has an issue with the document and will not sign, the document shall be returned immediately to the originating department's key contact person identified herein along with a brief written explanation regarding the issue. Once that issue is corrected, the originating department shall restart the routing process again from the beginning by resubmitting the document through the approval process. The original Routing Form should be included for reference.

MYA #: *4641

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

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and FISHBIO, a California Corporation hereinafter called "CONTRACTOR".

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

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

   (a) The scope of work is briefly described and outlined as follows:
   Smolt Outmigration Monitoring, Adult Upstream Mirgration, Index-Reach Survey, Index Pit Tagging, Index Lagoon Monitoring, On-call Services (see Exhibit A).

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

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

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

2. Term of Agreement. The term of this Agreement shall begin on June 30, 2019 by CONTRACTOR and Agency, and will terminate on June 30, 2022, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is Three Hundred Thousand Dollars no Cents

($ 300,000.00).

4. Monthly Invoices by CONTRACTOR; Payment.

(a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.

(b) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.

(c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.

(d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

5. Indemnification

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 COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

5.3 Indemnification for All Other Claims or Loss:
For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless 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.

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

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

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

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

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

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

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

6.4 Other Insurance Requirements.

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

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

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

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

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator. If the certificate is not received by the expiration date, Agency shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in

the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

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

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

9. Confidentiality; Return of Records. CONTRACTOR and its officers, employees, agents, and subCONTRACTORs shall comply with all federal, State and local laws providing for the confidentiality of records and other information. To the extent permitted by applicable law and regulations, CONTRACTOR shall maintain confidentiality with respect to Agency 's well database and other water use data.

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

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

deducted from any sum due CONTRACTOR.

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

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

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

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

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

CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

26. Contract Administrators.

CONTRACTOR's designated principal responsible for administering CONTRACTOR's work under this Agreement shall be
Doug Demko & Ryan Cuthbert

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	**TO CONTRACTOR**
Name: Elizabeth Krafft	Name: Doug Demko
Address: 1441 Schilling Pl. North Bldg., Salinas, CA 93901	Address: 1617 S. Yosemite Ave., Oakdale, CA 95361
Telephone: 831.755.4860	Telephone: 209.847.6300
Fax: 831.424.7935	Fax: 209.847.1925
E-Mail: krafftea@co.monterey.ca.us	E-Mail: dougdemko@fishbio.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 - Fee Schedule
    Exhibit C - Deliverables
    Exhibit D -

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:

BY: _____

~~Shauna Lorance~~ BRENT BUCHE
General Manager

Date: 8/5/19

CONTRACTOR:

BY: _____

Type Name: Doug Demko

Title: President

Date: 7/16/19

BY: _____

Type Name: _____

Title: _____

Date: _____

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

(_____)

Agreement/Amendment No # (_____)

* *

Approved as to form [1]:

Deputy County Counsel

Dated: 7/24/19

Approved as to fiscal provisions:

Administrative Analyst

Dated: 7/29/19

County Counsel – Risk Manager:

Dated: _____

Auditor-Controller [2]:

Dated: 7-25-19

[1] Approval by County Counsel is required, and/or when legal services are rendered

[2] Approval by Auditor-Controller is required

EXHIBIT A

Scope of Work

2.1 Work Plan

MCWRA requires fish monitoring services at various times throughout the year within the Salinas and Gabilan watersheds in Monterey and San Luis Obispo counties. Those services include the following tasks:

TASK 1 - Smolt Outmigration Monitoring

MCWRA uses rotary-screw traps to capture out migrating steelhead smolts. These data will be used to confirm the adequacy of block flow releases and the timing and abundance of smolts. Exact deployment locations will be determined based on, but not limited to, the following criteria: 1) minimum and maximum velocity requirements of the equipment as well as historic flow data at that site, 2) channel morphology, 3) and mooring/anchoring features such as bridges or stream banks.

Contractors will be responsible for all the project staffing requirements to accomplish the following:

(1) Install and maintain RSTs at time/location to be determined
(2) Remove, clean and prepare the RSTs for storage after season end
(3) At a minimum, the following information will be recorded daily (when RST is in operation) from each monitoring device:
  (a.) Measured length of any steelhead recovered
  (b.) Weight of any steelhead recovered
  (c.) External Condition of steelhead, which includes characteristics of progress of transition from freshwater parr stage to seawater tolerant smolt stage.
  (d.) Fish Count and species count
  (e.) Photograph of representative fish
  (f.) Water quality data (SEC, DO, Temp, pH) collected at each site
  (g.) Information relevant to the function of the screw traps (i.e., velocity of water entering the trap, timing of trap rotation, etc.)
  (i) Number of steelhead pit tagged.
(4) Provide report by August 1 that include:
  (a.) A description of the project location(s)
  (b.) Description of the sampling methods and protocols,
  (c.) Results, conclusions and recommendations for possible improvements to future efforts,
  (d.) All data collected during the monitoring in report and electronic format

TASK 2 – Adult Upstream Migration

MCWRA owns a Vaki Riverwatcher System to perform the monitoring of adult steelhead upstream migration in the Salinas River. The contractor will be required to install and remove the Riverwatcher system, used in conjunction with a resistance board weir. Monitor and clean the weir on a regular basis to minimize debris loads as well as identify adult steelhead utilizing the Riverwater video and infrared images.

(1) Install resistance board weir and Vaki Riverwatcher System in the Salinas River, normally near the SRDF in Marina, CA.
(2) Monitor weir as necessary for debris and keep cleaned.
(3) Using images captured by the Riverwatcher system, identify adult steelhead migrating upstream.
(4) Remove, clean and prepare for storage Riverwatcher system and resistance board weir after monitoring season.
(5) Provide report by June 1 that includes:
    (a.) A description of the project location(s)
    (b.) Description of the sampling methods and protocols,
    (c.) Results, conclusions and recommendations for possible improvements to future efforts,
    (d.) All data collected during the monitoring in report and electronic format

TASK 3 – Index-Reach Survey

Contractors will provide properly permitted staff and equipment to perform index reach monitoring by electrofising (depletion sampling), multipass dive counts or other methods approved by MCWRA. The contractor will:

(1) Perform Index reach surveys on the San Antonio, Arroyo Seco and Nacimiento Rivers.
(2) Surveys will be conducted utilizing either electrofishing (depletion surveys) or multi-pass dive counts. Conditions and direction from MCWRA (flow, visibility, etc.) during the sampling period will dictate which method will be utilized.
(3) Provide report by December 1 that includes:
    (a.) A description of the project location(s)
    (b.) Description of the sampling methods and protocols,
    (c.) Results, conclusions and recommendations for possible improvements to future efforts,
    (d.) All data collected during the monitoring in report and electronic format

TASK 4 – Index Pit Tagging

Contractor will install and maintain pit tag array(s) and report data collected.

TASK 5 – Index Lagoon Monitoring

Contractor will perform fish monitoring as needed in the Salinas River Lagoon by seining or other methods approved by MCWRA.

TASK 6 - On-call Services

Contractor will provide on-call services to MCWRA as requested. The need for these services may occur under emergency conditions, including inclement weather, and outside of normal business hours. If on-call services are requested, it will be billed on a time and materials basis as agreed upon between the Contractor and MCWRA.

Deliverables

The Contractor will provide:

- Draft reports via e-mail 15 days prior to due date for MCWRA review and comment
- Final report in .pdf format
- Electronic data shall be readable using Microsoft Word, Excel, and/or Project
- Digital photos shall be 2048 X 1536 pixels at 72 pixels per inch or better and delivered in .JPEG format
- Upon MCWRA request, copies of pertinent collection permits
- Operations Plan prior to work beginning. The Operations Plan shall include, at a minimum:
    - Safety Plan
    - Standard Operating Procedures for data collection
    - Invasive Species Prevention Plan

EXHIBIT B

FISHBIO

1617 S. Yosemite Avenue • Oakdale, CA 95361 • Phone: (209) 847-6300 • Fax: (209) 847-1925

2019 HOURLY RATE SHEET

Hourly service rates are provided for each service category in the table below followed by a description of other charges which may be billed to your projects. Hourly rates will be pro-rated to the nearest ¼ hour (e.g., 15 minutes).

Position	*Rate*
Principal Biologist	$180
Senior Biologist	$160
Biologist 3	$150
Biologist 2	$140
Biologist 1/ Graphical Design	$120
Technician 2	$90
Technician 1	$80
Office Assistant	$70

Project specific expenses including, but not limited to, purchase of and repairs to rotary screw traps, weirs, and telemetry equipment; warning signs posted at monitoring sites; boat rental; travel costs (i.e., vehicle mileage and rental, gas for boats, and lodging), and specialty printing costs (i.e., posters, aerial photographs, brochures) will be charged at cost. Equipment expenses for pilot or highly specialized projects (e.g., telemetry studies) will also be charged at cost.

Subcontractor charges will be billed at cost plus 10% for services and at cost for all other expenses.

EXHIBIT C

DELIVERABLES

Required Document Formats

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

Administrative Draft of Report (for staff review)
[one (1) MS Word and one (1) PDF]

Final Draft
[one (1) MS Word and one (1) PDF

Final Document
[one (1) MS Word and one (1) PDF via email or USB drive]

All documents shall be provided digitally to the Agency in both Microsoft Word and PDF formats on a either via email or USB drive.

Following approval by staff of each final report all raw data collected, whether on not provided in the report shall be provided to the Agency in electronic form - (USB or portable hard drive, etc)

MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT FOR PROFESSIONAL SERVICES
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   Smolt Outmigration Monitoring, Adult Upstream Mirgration, Index-Reach Survey, Index Pit Tagging, Index Lagoon Monitoring, On-call Services (see Exhibit A).

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

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

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

2. Term of Agreement. The term of this Agreement shall begin on June 30, 2019 by CONTRACTOR and Agency, and will terminate on June 30, 2022, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is Three Hundred Thousand Dollars no Cents

($ 300,000.00).

4. Monthly Invoices by CONTRACTOR; Payment.

(a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.

(b) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.

(c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.

(d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

5. Indemnification

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 COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

5.3 Indemnification for All Other Claims or Loss:
For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless 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.

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

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

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

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

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

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

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

6.4 Other Insurance Requirements.

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

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

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

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

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator. If the certificate is not received by the expiration date, Agency shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in

the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

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

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

9. Confidentiality; Return of Records. CONTRACTOR and its officers, employees, agents, and subCONTRACTORs shall comply with all federal, State and local laws providing for the confidentiality of records and other information. To the extent permitted by applicable law and regulations, CONTRACTOR shall maintain confidentiality with respect to Agency 's well database and other water use data.

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

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

deducted from any sum due CONTRACTOR.

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

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

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

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

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

CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

26. Contract Administrators.

CONTRACTOR's designated principal responsible for administering CONTRACTOR's work under this Agreement shall be
Doug Demko & Ryan Cuthbert

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	**TO CONTRACTOR**
Name: Elizabeth Krafft	Name: Doug Demko
Address: 1441 Schilling Pl. North Bldg., Salinas, CA 93901	Address: 1617 S. Yosemite Ave., Oakdale, CA 95361
Telephone: 831.755.4860	Telephone: 209.847.6300
Fax: 831.424.7935	Fax: 209.847.1925
E-Mail: krafftea@co.monterey.ca.us	E-Mail: dougdemko@fishbio.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 - Fee Schedule
    Exhibit C - Deliverables
    Exhibit D -

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:

BY: _____

~~Shauna Lorance~~ BRENT BUCHE
General Manager

Date: 8/5/19

CONTRACTOR:

BY: _____

Type Name: Doug Demko

Title: President

Date: 7/16/19

BY: _____

Type Name: _____

Title: _____

Date: _____

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

(_____)

Agreement/Amendment No # (_____)

* *

Approved as to form [1]:

Deputy County Counsel

Dated: 7/24/19

Approved as to fiscal provisions:

Administrative Analyst

Dated: 7/29/19

County Counsel – Risk Manager:

Dated: _____

Auditor-Controller [2]:

Dated: 7-25-19

[1] Approval by County Counsel is required, and/or when legal services are rendered

[2] Approval by Auditor-Controller is required

EXHIBIT A

Scope of Work

2.1 Work Plan

MCWRA requires fish monitoring services at various times throughout the year within the Salinas and Gabilan watersheds in Monterey and San Luis Obispo counties. Those services include the following tasks:

TASK 1 - Smolt Outmigration Monitoring

MCWRA uses rotary-screw traps to capture out migrating steelhead smolts. These data will be used to confirm the adequacy of block flow releases and the timing and abundance of smolts. Exact deployment locations will be determined based on, but not limited to, the following criteria: 1) minimum and maximum velocity requirements of the equipment as well as historic flow data at that site, 2) channel morphology, 3) and mooring/anchoring features such as bridges or stream banks.

Contractors will be responsible for all the project staffing requirements to accomplish the following:

(1) Install and maintain RSTs at time/location to be determined
(2) Remove, clean and prepare the RSTs for storage after season end
(3) At a minimum, the following information will be recorded daily (when RST is in operation) from each monitoring device:
  (a.) Measured length of any steelhead recovered
  (b.) Weight of any steelhead recovered
  (c.) External Condition of steelhead, which includes characteristics of progress of transition from freshwater parr stage to seawater tolerant smolt stage.
  (d.) Fish Count and species count
  (e.) Photograph of representative fish
  (f.) Water quality data (SEC, DO, Temp, pH) collected at each site
  (g.) Information relevant to the function of the screw traps (i.e., velocity of water entering the trap, timing of trap rotation, etc.)
  (i) Number of steelhead pit tagged.
(4) Provide report by August 1 that include:
  (a.) A description of the project location(s)
  (b.) Description of the sampling methods and protocols,
  (c.) Results, conclusions and recommendations for possible improvements to future efforts,
  (d.) All data collected during the monitoring in report and electronic format

TASK 2 – Adult Upstream Migration

MCWRA owns a Vaki Riverwatcher System to perform the monitoring of adult steelhead upstream migration in the Salinas River. The contractor will be required to install and remove the Riverwatcher system, used in conjunction with a resistance board weir. Monitor and clean the weir on a regular basis to minimize debris loads as well as identify adult steelhead utilizing the Riverwater video and infrared images.

(1) Install resistance board weir and Vaki Riverwatcher System in the Salinas River, normally near the SRDF in Marina, CA.
(2) Monitor weir as necessary for debris and keep cleaned.
(3) Using images captured by the Riverwatcher system, identify adult steelhead migrating upstream.
(4) Remove, clean and prepare for storage Riverwatcher system and resistance board weir after monitoring season.
(5) Provide report by June 1 that includes:
    (a.) A description of the project location(s)
    (b.) Description of the sampling methods and protocols,
    (c.) Results, conclusions and recommendations for possible improvements to future efforts,
    (d.) All data collected during the monitoring in report and electronic format

TASK 3 – Index-Reach Survey

Contractors will provide properly permitted staff and equipment to perform index reach monitoring by electrofising (depletion sampling), multipass dive counts or other methods approved by MCWRA. The contractor will:

(1) Perform Index reach surveys on the San Antonio, Arroyo Seco and Nacimiento Rivers.
(2) Surveys will be conducted utilizing either electrofishing (depletion surveys) or multi-pass dive counts. Conditions and direction from MCWRA (flow, visibility, etc.) during the sampling period will dictate which method will be utilized.
(3) Provide report by December 1 that includes:
    (a.) A description of the project location(s)
    (b.) Description of the sampling methods and protocols,
    (c.) Results, conclusions and recommendations for possible improvements to future efforts,
    (d.) All data collected during the monitoring in report and electronic format

TASK 4 – Index Pit Tagging

Contractor will install and maintain pit tag array(s) and report data collected.

TASK 5 – Index Lagoon Monitoring

Contractor will perform fish monitoring as needed in the Salinas River Lagoon by seining or other methods approved by MCWRA.

TASK 6 - On-call Services

Contractor will provide on-call services to MCWRA as requested. The need for these services may occur under emergency conditions, including inclement weather, and outside of normal business hours. If on-call services are requested, it will be billed on a time and materials basis as agreed upon between the Contractor and MCWRA.

Deliverables

The Contractor will provide:

- Draft reports via e-mail 15 days prior to due date for MCWRA review and comment
- Final report in .pdf format
- Electronic data shall be readable using Microsoft Word, Excel, and/or Project
- Digital photos shall be 2048 X 1536 pixels at 72 pixels per inch or better and delivered in .JPEG format
- Upon MCWRA request, copies of pertinent collection permits
- Operations Plan prior to work beginning. The Operations Plan shall include, at a minimum:
    - Safety Plan
    - Standard Operating Procedures for data collection
    - Invasive Species Prevention Plan

EXHIBIT B

FISHBIO

1617 S. Yosemite Avenue • Oakdale, CA 95361 • Phone: (209) 847-6300 • Fax: (209) 847-1925

2019 HOURLY RATE SHEET

Hourly service rates are provided for each service category in the table below followed by a description of other charges which may be billed to your projects. Hourly rates will be pro-rated to the nearest ¼ hour (e.g., 15 minutes).

Position	*Rate*
Principal Biologist	$180
Senior Biologist	$160
Biologist 3	$150
Biologist 2	$140
Biologist 1/ Graphical Design	$120
Technician 2	$90
Technician 1	$80
Office Assistant	$70

Project specific expenses including, but not limited to, purchase of and repairs to rotary screw traps, weirs, and telemetry equipment; warning signs posted at monitoring sites; boat rental; travel costs (i.e., vehicle mileage and rental, gas for boats, and lodging), and specialty printing costs (i.e., posters, aerial photographs, brochures) will be charged at cost. Equipment expenses for pilot or highly specialized projects (e.g., telemetry studies) will also be charged at cost.

Subcontractor charges will be billed at cost plus 10% for services and at cost for all other expenses.

EXHIBIT C

DELIVERABLES
Required Document Formats

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

Administrative Draft of Report (for staff review)
[one (1) MS Word and one (1) PDF]

Final Draft
[one (1) MS Word and one (1) PDF

Final Document
[one (1) MS Word and one (1) PDF via email or USB drive]

All documents shall be provided digitally to the Agency in both Microsoft Word and PDF formats on a either via email or USB drive.

Following approval by staff of each final report all raw data collected, whether on not provided in the report shall be provided to the Agency in electronic form - (USB or portable hard drive, etc)

FISHINC-01 AMACKEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Omega Pacific Insurance Solutions 1016 12th Street Modesto, CA 95354	CONTACT NAME: Alicia Mackey PHONE (A/C, No, Ext): (209) 338-5500 214 FAX (A/C, No): (209) 338-5507 E-MAIL ADDRESS: Certificates@trustomega.com
INSURED FISHBIO INC. 1617 S. Yosemite Avenue Oakdale, CA 95361	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Lloyd's of London INSURER B : Hartford Fire Insurance Company — 19682 INSURER C : Commerce and Industry Insurance Company — 19410 INSURER D : Markel Insurance Company — 38970 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		PGIARK0894700	8/24/2018	8/24/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLLUTION	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X		57UECVO2718	4/6/2019	4/6/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC012331412	2/16/2019	2/16/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	USL&H Maritime			WC012331412	2/16/2019	2/16/2020	Employers Liability	1,000,000
D	Ocean Marine			MTD00000338550	6/24/2018	6/24/2019	Watercraft	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Monterey County Water Resources Agency is named as Additional Insured with regards to General Liability and Auto Liability, endorsement included.

CERTIFICATE HOLDER

Monterey County Water Resources Agency
Monterey County Contracts / Purchasing
1488 Schilling Place
Salinas, CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Alicia Mackey

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Policy Number: PGIARK08947-00

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an Additional insured. However, this status exists only for the project specified in that contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):
MONTERREY COUNTY WATER RESOURCES AGENCY 893 BLANCO CIRCLE SALINAS, CA 93901
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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Monterey County
Board of Supervisors
of the Water Resources Agency

168 West Alisal Street,
1st Floor
Salinas, CA 93901
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:

a. Approve a three-year Professional Services Agreement with FISHBIO Corporation; and
b. Authorize the General Manager to execute the Agreement.

PASSED AND ADOPTED on this 25th day of June 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 25, 2019.

Dated: June 26, 2019
File ID: WRAG 19-080
Agenda Item No. 1

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Joel G. Pablo/ Deputy

Before the Board of Directors of the Monterey County Water Resources Agency
County of Monterey, State of California

BOARD ORDER No. 19-018

APPROVE AND RECOMMEND THAT THE MONTEREY COUNTY WATER RESOURCES AGENCY BOARD OF SUPERVISORS APPROVE A THREE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH FISHBIO AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE AGREEMENT	))))))

Upon motion of Director Smith, and seconded by Director LeBarre, and carried by those members present, the Board of Directors hereby:

a. Approves and recommends that the Monterey County Water Resources Agency Board of Supervisors approve a three-year Professional Services Agreement with FISHBIO Corporation, and that Fund 134 be utilized this fiscal year to fund the Agreement with the understanding that it be reimbursed with the additional funding currently being sought for the HCP and ongoing monitoring processes; and

b. Authorize the General Manager to execute the Agreement.

PASSED AND ADOPTED on this **20th** day of **May 2019** by the following vote, to-wit:

AYES: Directors Gonzalez, Sullivan, Ekelund, Ortiz, Scattini, LeBarre, Baillie, Smith and Simis

NOES: None

ABSENT: None

BY: Mark Gonzales, Chair
Board of Directors

ATTEST: Shauna Lorance
Interim General Manager

County of Monterey
Contracts/Purchasing Department
JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST

Purchase Requisition Number_____ Date March 13, 2019_____

Description of Item: Physical assessment and biological monitoring assessment for Salinas River Stream Maintenance Program.

1. Please indicate the following:

Procurement:
☐ Goods
☒ Services

(Check One)

☐ Sole Source: Item is available from one source only. Item is a one-of-a kind and is not sold through distributors. Manufacturer is exclusive distributor.

☐ Sole Brand: Various sources can supply the specified model and brand and competitive bids will be solicited for the requested brand only. Meets form, fit and function- nothing else will do.

Note: Sole Source/Sole Brand Requests are not maintained as a standing request. Each request is for a single one-time purchase only.

2. Vendor Selection:

☐ Preferred Vendor
☒ Sole Source

Vendor Name: FISHBIO__
Address: 1617 S. Yosemite Ave. City: Oakdale State: CA 95361
Phone Number: (209) 847-63007 Fax: (_____)_____
Contact Person: __Doug Demko _____ Title: President
Federal Employer #

3. Provide a brief description of the goods/services to be purchased and why this purchase is being proposed under a sole source acquisition.

a) Why were product and/or vendor chosen?

The vendor is currently monitoring Salinas River Watershed and has built customized equipment to be deployed on an annual basis. They have previously acquired data and will be able to analyze and process that data in conjunction with additional data

collected under the contract. FISHBIO has unique project knowledge and understanding that benefits MCWRA.

b) What are the unique performance features of the product/brand requested that are not available in any other product/brand? For Services: what unique qualifications, rights, and licenses does the vendor possess to qualify as a sole source/brand request?

The vendor is well versed in the program, permit requirements, unique watershed conditions, MCWRA's specific needs and has vast project history and knowledge. The vendor has skills necessary to install and operate the customized monitoring equipment, that would be very difficult to transfer to another vendor.

c) Why are these specific features/qualifications required?

The program requires specific, focused permits and knowledge for implementation. The vendor has been involved with the program for over seven years and has considerable background information and technical information specific to the project areas.

d) What other products/services have been examined and/or rejected?

Hiring a different biological consultant was reviewed, but other consultants can not bring the project history and understanding that FISHBIO possesses.

e) Why are other sources providing like goods or services unacceptable (please give a full meaningful explanation)?

The project area is over 100 miles of river channel and is unique system with limited data available. It would be very costly for another vendor to develop the necessary knowledge to adequately implement and support the program. The permit requirements are very complicated since there are many agencies (State and Federal) involved. Getting some one up to speed in the limited time line would be a challenge and extraordinarily expensive.

f) What are the unique performance features REQUIRED (not merely preferred), and how would your requirement be inhibited without this particular item or service?

A solid and relevant understanding of the multiple facets of this project and MCWRA needs, U.S. Fish and Wildlife Service-approved biologists, familiarity with hundreds of program-specific permit requirements, and access to existing program-specific data.

g) Estimated Costs: $300,000

4. Is there an unusual or compelling urgency associated with this project?

X No
Yes (Please describe)

THE FOLLOWING TO BE COMPLETED BY THE REQUESTOR

I hereby certify that:

1. I am an approved department representative and am aware of the County's requirements for competitive bidding, as well as the criteria for justification for sole source/brand purchasing.
2. I have gathered the required technical information and have made a concentrated effort to review comparable and/or equal equipment.
3. The information contained herein is complete and accurate.
4. There is justification for sole source/brand purchasing noted above as it meets the County's criteria.
5. A sole source/brand purchase in this case would withstand a possible audit or a vendor's protest.

Requestors Signature — May 10, 2019
Date

Authorized Signature by Department Head — 5/13/19
Date

Contracts/Purchasing Officer — 5/13/19
Date