

REQUEST FOR QUALIFICATIONS (RFQ)

Consulting Services for Development of a Groundwater Sustainability Plan for the South American Subbasin November 1, 2019

The Sacramento Central Groundwater Authority (SCGA)¹, on behalf of the South American Subbasin Groundwater Sustainability Agencies (GSAs), is seeking a qualified consulting firm, or team of consulting firms, with extensive groundwater resources planning and management experience to provide support for the development of a Groundwater Sustainability Plan (GSP) for the South American Subbasin (see **Figure 1**). SCGA is acting as the contracting agency for all current and future GSAs within the South American Subbasin (Subbasin).

SCGA, in coordination with other Subbasin GSAs (see **Figure 2**), reserves the right to modify the anticipated timeline set forth below, to reject any and all submittals, cancel all or part of this RFQ, waive any minor irregularities and to request additional information from proposing firms. This RFQ does not obligate SCGA to award a contract. There is no expressed or implied obligation for SCGA to reimburse responding firms for any expenses incurred in preparing submittals in response to this request.

To be considered, six (6) bound copies of the submittal, one (1) unbound copy, and an electronic version, must be received by the contact below by **4:00 p.m., local time on December 2, 2019**. SCGA reserves the right to reject any or all submittals received after the deadline.

General Information

Primary Contact	The primary contact with SCGA will be: Ramon Roybal 827 7 th Street, Room 301 Sacramento, CA, 95814 Office: (916) 874-6851 Email: roybalr@saccounty.net
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¹ SCGA is governed by a JPA between the cities and county within the South American Subbasin. SCGA is currently staffed by the County of Sacramento.

REQUEST FOR QUALIFICATIONS (RFQ)

Consulting Services for Development of a
Groundwater Sustainability Plan for the
South American Subbasin

Sacramento Central Groundwater Authority

RFQ Timeline	November 1, 2019 Distribution of RFQ December 2, 2019 RFQ filing deadline – must be <u>received by SCGA by 4:00 p.m.</u> December 6, 2019 Complete review of RFQs December 9-13, 2019 Week for interviews of consulting firms, if needed December 18, 2019 Approve consultant selection
Project Background	<p>Following passage of the Sustainable Groundwater Management Act (SGMA) of 2014, a detailed work plan for creating a Groundwater Sustainability Plan (GSP) was developed and included in the State Department of Water Resources (DWR), November 2017 Proposition 1 Sustainable Groundwater Planning Grant. SCGA applied for a Proposition 1 Grant at this time. The Subbasin was tentatively awarded a \$970,693 GSP development planning grant in April 2018 pending the outcome of the South American Subbasin Alternative Submittal (Alternative) review process. With recent notification of the Alternative’s recommended denial by DWR staff in July 2019, the Subbasin is moving forward with the development of a GSP for purposes of meeting SGMA compliance deadlines regardless of DWR’s final Alternative review determination.</p> <p>Since final GSA formation in the Subbasin has been pending the Alternative’s approval/denial, the final disposition of GSAs throughout the Subbasin has not been finalized and is currently the subject of negotiation. In order to meet the SGMA requirement for GSP completion by January 31, 2022, SCGA is releasing this RFQ to expedite the scope and schedule (see Attachment D Draft Work Plan and Attachment E Draft Schedule of GSP Milestones) and begin work in early 2020 on behalf of the entire Subbasin. Although under contract with SCGA, the contractor will serve the needs of, and answer to, the GSP Working Group which is made up of GSAs and an assigned facilitator representing the entire Subbasin. The project is to develop a single GSP for the Subbasin, in accordance with the requirements of SGMA.</p> <p>Throughout the project the contractor is expected to play a pivotal role in fostering effective groundwater planning for the Subbasin, and to be responsive to the needs of the involved GSAs. The GSP Working Group and facilitator will rely on the contractor to provide senior review of elements of its GSP, including model assumptions, inputs, and outputs; water budgets; management scenarios; land and water use estimates; and hydrogeologic characteristics. The GSP Working Group will also rely on the contractor to advise GSA representatives on key GSP decisions, including but not limited to sustainable management criteria, groundwater management actions/options, and future land and water use scenarios consistent with the Subbasin’s sustainable management goal. The contractor must possess the ability to communicate complex technical groundwater management concepts to lay-members of the GSP Working Group. In addition, the contractor must demonstrate independence from any individual or subgroup of stakeholders in the Subbasin or neighboring subbasins.</p>

Figure 1. South American Subbasin Location

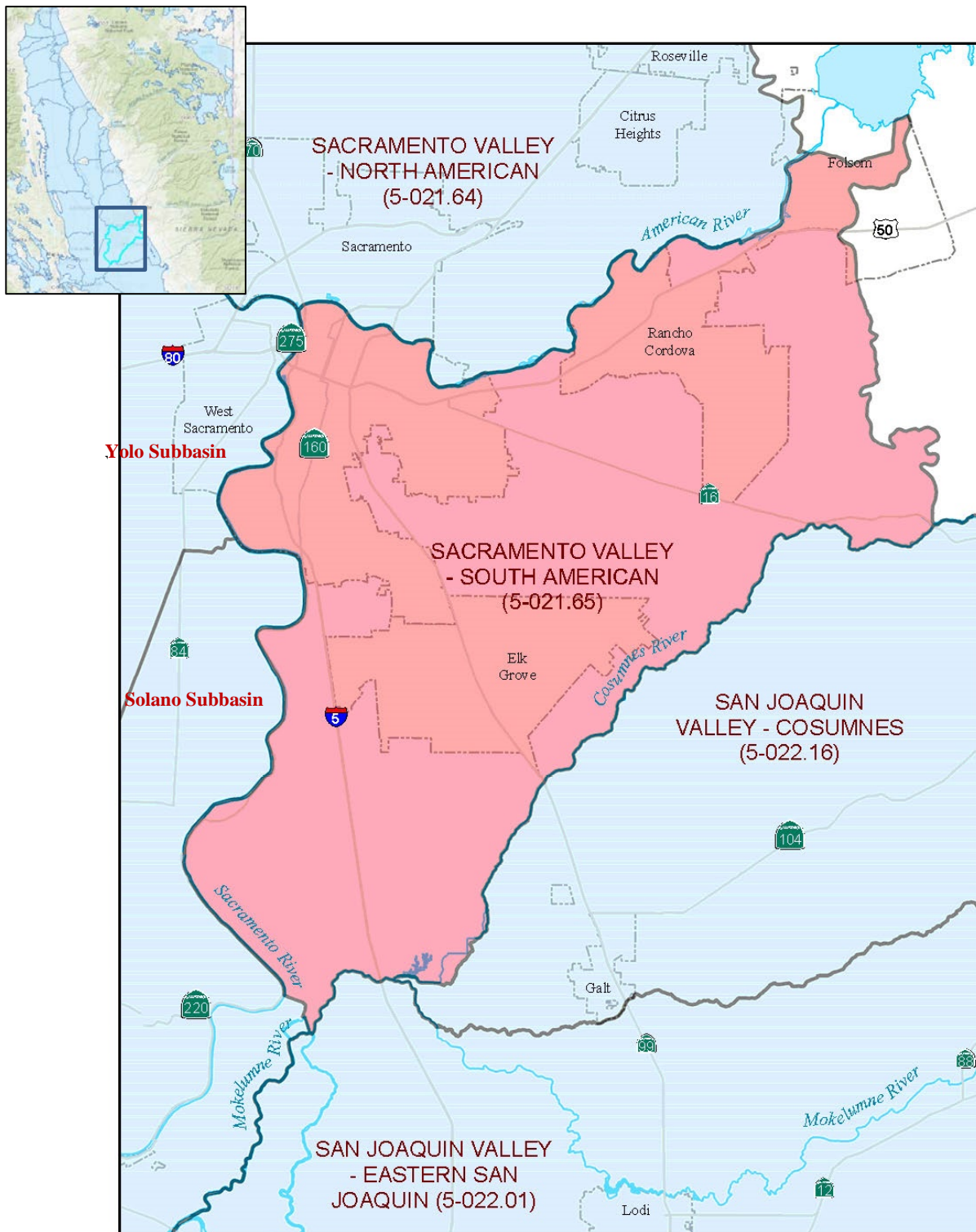
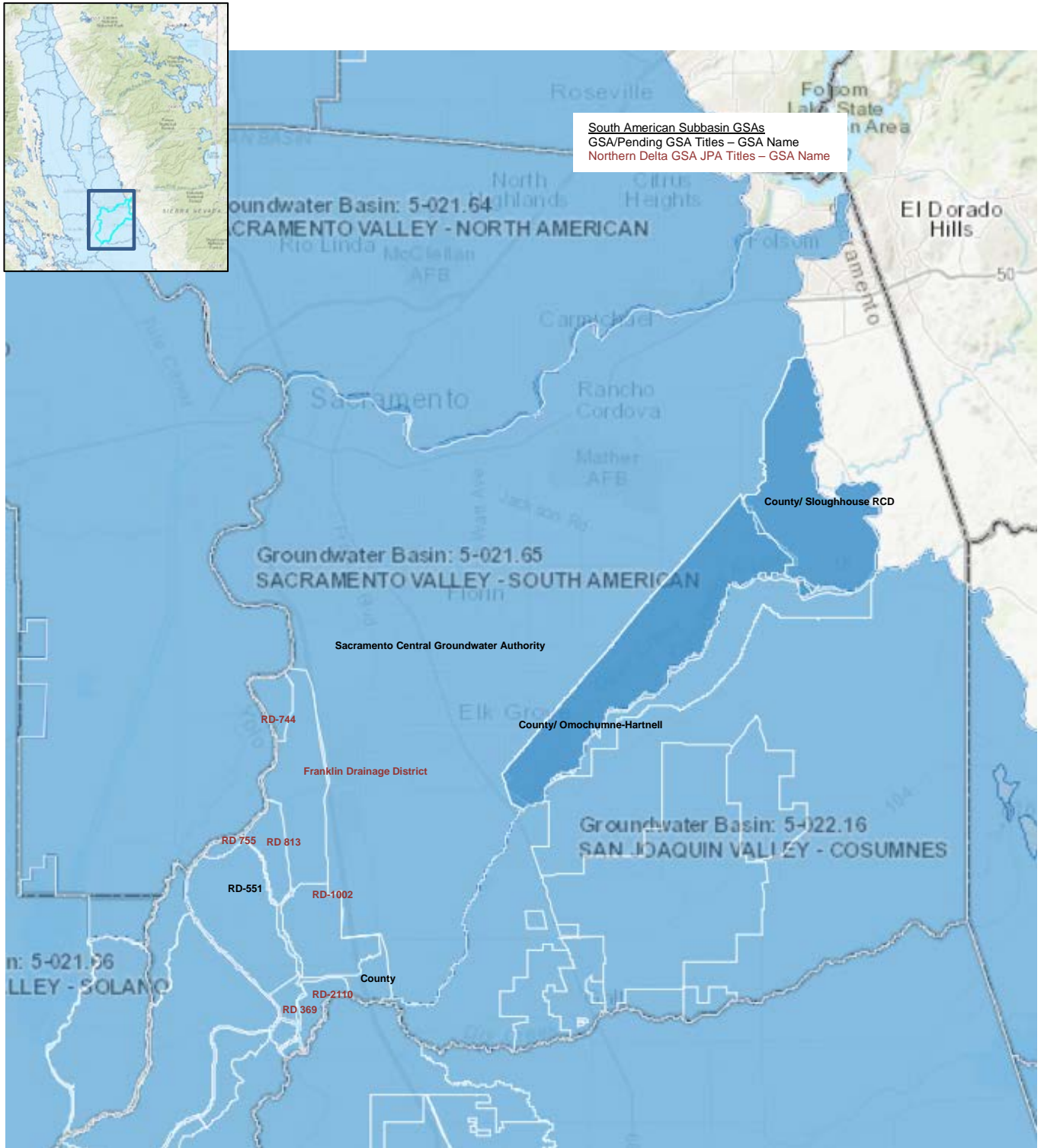


Figure 2. South American Subbasin GSA Locations



Scope of Services

<p>Nature of Services</p>	<p>The scope of work includes preparation of the following GSP sections (or as otherwise required by GSP Regulations and statutory provisions of SGMA and California Water Code §10727).</p> <p>GSP Development Working with the GSA representatives, prepare a single GSP for the South American Subbasin. Deliverables will include an Administrative Draft GSP for internal review, and Public Draft for public review and comment, and a final GSP for adoption by the Subbasin GSAs and submittal to DWR. The scope of work includes preparation of the GSP sections as briefly described in the Proposition 1 Grant Agreement Workplan, included as Attachment A to the RFQ. A detailed description of proposed tasks to be completed is included in Attachment D to the RFQ for use in aligning team experience in developing a GSP with the Subbasin’s expectations. The actual Scope and cost will be negotiated upon selection of the qualified team of consultants.</p> <p>Intrabasin/Interbasin GSA Coordination Support Support regular coordination meetings of the Subbasin’s GSP Working Group during development of the GSP and its associated work products. Coordinate with adjacent subbasin consultants (i.e., along subbasin boundaries) who are either completing, or have completed, a GSP for their respective subbasin.</p>
<p>Estimated Budget</p>	<p>The estimated Proposition 1 Grant Agreement budget for the proposed work is in the range of \$2,000,000 over the approximate two-year timeframe to perform the work. This budget also includes funding for work that will be provided by in-kind services of the individual Subbasin GSAs, their consultants, and coordinating agencies.</p> <p>Following the selection of the consultant, the selected consultant will work with SCGA to assess the separation of work between GSP consultants and local in-kind services supporting the GSP development process.</p>

Submittal Requirements

Submittal Requirements	In order to facilitate the comparison of submittals from competing firms and to assist the evaluation team with the review process, firms are requested to organize their submittals in accordance with the following instructions. Please submit <u>six complete bound copies plus one complete unbound copy, and an electronic (*.pdf) version (note: if file is size greater than 20MB, a secure FTP site with single consultant permissions will be provided)</u> .
Title Page	State the RFQ subject (Consulting Services for Developing a Groundwater Sustainability Plan for the South American Subbasin), name of the consulting firm, local address, telephone number and email of the proposer's chief contact person, and the date of the proposal.
Table of Contents	The table of contents of the submittal should include a clear and complete identification of the materials submitted by section and page number.
Profile of Firm	Include staffing size of your firm and your firm's client base (i.e., local, regional, statewide, etc.) and the location of the office from which the work will be done and the staffing allocation for that office. Include a statement as to the firm's capability to support the proposed work.
Profile of Sub-Consultants	Clearly identify what portion(s) of the GSP will be supported by each sub-consultant and a short profile explaining why the sub-consultant is best qualified to assist. Include a statement describing other projects where the lead firm and sub-consultant have successfully worked together to support similar efforts.
Supervisory and Staff Qualifications and Experience	Identify staff, including managers, supervisors and specialists, who would be assigned to this project. Specifically, discuss project staff experience with water resources planning and management, particularly with experience that is relevant to the current work. Clearly identify the project manager and his or her availability to manage the project commencing in early 2020.

Submittal Requirements

<p>Similar Engagements and References</p>	<p>List a minimum of three and a maximum of five recent engagements (i.e., on-going or completed) relevant to current SGMA or other California-based groundwater management efforts. Indicate the scope of work, date, engagement partner(s), total hours, and the name, email, and telephone number of the principal client contact. Maximum of three pages per engagement.</p> <p>Applicant shall briefly describe significant engagements or projects in Sacramento County that it has worked on which have individually or cumulatively resulted in gross revenues to the applicant of over \$250,000 in the past five years.</p>
<p>Fee Schedule</p>	<p>For evaluation purposes provide a complete fee schedule of charges for all staff (or positions) to be assigned to the project. Include all direct expense rates (e.g., copy fees) and explanations of any indirect expenses (e.g., hourly charges associated with phone or FAX usage) or any mark-up charges for direct expenses. The rates should reflect billing rates for the duration of 2019 and any anticipated fee increases in 2020. Note that part of this project will be funded through a grant (see Other Agreement Terms below).</p>

Qualifications Submittal and Evaluation

<p>Proper Completion and Submission of RFQ</p>	<p>To be considered, each firm submitting qualifications must provide by the due date <u>six (6) complete bound copies of its qualifications plus one (1) complete unbound copy, and an electronic version</u> to SCGA's principal contact shown above. SCGA reserves the right to reject any or all submittals. Submittals may be mailed, or hand delivered to the Sacramento County Department of Water Resources office (also used as the front office for SCGA), but must be received by 4:00 p.m., local time, on the due date. Late submissions or delivery via facsimile or e-mail will not be considered.</p>
<p>Rights to Submitted Materials</p>	<p>SCGA reserves the right to retain all submittals. Submission of qualifications indicates acceptance by the firm of the conditions contained in this request, unless clearly and specifically noted in the submittal and confirmed in the contract between SCGA and the firm selected.</p>
<p>Inquiries to RFQ</p>	<p>Please first submit any inquiries or clarifications concerning the RFQ via email to SCGA's principal contact. Answers to inquiries will be returned via email. Answers to any inquiries that are of a general nature will also be distributed to other firms that were sent this RFQ, and will be posted to the SCGA website, http://www.scgah2o.org</p>

Qualifications Submittal and Evaluation

<p>Evaluation of RFQ</p>	<p>Submittals will be considered by a team of representatives from the GSP Working Group or selected individuals. Submittals will be evaluated on a combination of factors that will be assigned point values up to the total amounts indicated in the following criteria in Attachment B.: There is a maximum possible score of 100 points. Interviews may follow. The criteria are further described in Attachment B.</p> <p>In the event the review team is not able to make a consensus decision on consultant selection, interviews may be conducted to assist in final selections. Only the most qualified respondents will be invited to interview. These interviews have been identified as occurring during the time period shown in the RFQ Timeline section above. The exact day and time will be scheduled upon notification of the invitation.</p> <p>During the evaluation process, SCGA reserves the right, where it may serve the best interest of the Subbasin, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.</p>
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Additional Contracting Information

Award of Contract	The GSP Working Group Selection Committee anticipates that the selection for consulting support will be completed by no later than December 18, 2019. Following notification of the selected firm(s), it is expected that a contract will be executed between SCGA and the selected firm(s) by early 2020.
Subcontracting	If a proposer intends to subcontract any of the work, that fact, the name of the proposed subcontracting firm(s), and the work to be performed by each subcontractor must be clearly identified in the submittal. All subcontractors will be subject to the same confidentiality and security measures as described above.
Insurance	<p>The selected consulting firm will maintain in full force and effect throughout the term of the services contract the following insurance coverage:</p> <p>A. Comprehensive General Liability Insurance coverage at least as broad as ISO CG00 01.</p> <p>B. Automotive Liability Insurance coverage at least as broad as ISO CA00 01 (hired or non-owned).</p> <p>C. Workers' Compensation Insurance coverage at the statutory limits, covering its employees used in performance of this Agreement. The consultant also will require any approved sub-contractors that perform services for SCGA to also provide Workers' Compensation Insurance covering such sub-contractor's employees.</p> <p>D. Professional Liability Insurance.</p> <p>Coverage amounts are identified in the latest version of SCGA's Sample Agreement in Attachment C of this RFQ. If requested by SCGA, all proposers will promptly submit to SCGA evidence of insurance coverage.</p>

Additional Contracting Information

<p>Other Agreement Terms</p>	<ol style="list-style-type: none">1. Proposers are strongly recommended to review the standard sample SCGA Agreement in Attachment C of this RFQ for additional requirements of SCGA contractors.2. Because this project is partially funded through a Sustainable Groundwater Planning Grant awarded through the California Department of Water Resources (DWR), work under this RFQ is subject to authorization of funding from the State. Additionally, specific grant requirements apply to contractors performing work on this project, and will be held accountable for all State DWR grant requirements for contractors. Proposers should review the provisions identified in Attachment A of this RFQ.
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ATTACHMENT A
DRAFT GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
SACRAMENTO CENTRAL GROUNDWATER AUTHORITY
2017 PROPOSITION 1 SUSTAINABLE GROUNDWATER PLANNING (SGWP) GRANT

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
SACRAMENTO CENTRAL GROUNDWATER AUTHORITY
AGREEMENT NUMBER 4600012673**

2017 PROPOSITION 1 SUSTAINABLE GROUNDWATER PLANNING (SGWP) GRANT

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the Sacramento Central Groundwater Authority, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) **PURPOSE.** The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to assist the Grantee in financing the planning and/or selected project activities (Project) that will improve sustainable groundwater management, pursuant to Water Code Section 79700 et seq. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the Groundwater Sustainability Plan (GSP), or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A, will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the Sustainable Groundwater Management Act (SGMA) and implementing regulations.
- 2) **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on the date this Grant Agreement is executed by the State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed in accordance with the Schedule as set forth in Exhibit C.
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed **\$970,693**.
- 4) **GRANTEE COST SHARE.** The Grantee is required to provide a Local Cost Share (non-State funds) of not less than 50 percent (%) of the Total Project Cost unless a cost share waiver was granted. The cost share requirement for projects benefiting a Severely Disadvantaged Community (SDAC), Disadvantaged Community (DAC), or an Economically Distressed Areas (EDA) may be waived or reduced. The Grantee agrees to provide a Local Cost Share (non-State funds) for the amount as documented in the Budget as set forth in Exhibit B. Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015.
- 5) **BASIC CONDITIONS.** The State shall have no obligation to disburse money for a project under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
 1. Prior to execution of this Grant Agreement, selected applicants (GSA) for GSP Development projects must submit evidence of a notification to the public and DWR prior to initiating development of a GSP in compliance with California Code of Regulations, title 23, Section 350 et seq. (GSP Regulations) and Water Code Section 10727.8.
 2. The Grantee must demonstrate compliance with all relevant eligibility criteria as set forth on pages 7 and 8 of the 2015 Grant Program Guidelines for the SGWP Grant Program.
 3. For the term of this Grant Agreement, the Grantee submits timely reports and all other deliverables as required by Paragraph 16, "Submission of Reports" and Exhibit A.
- 6) **DISBURSEMENT OF FUNDS.** The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money

disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.

- 7) **ELIGIBLE PROJECT COST.** The Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, project construction, and/or any other scope of work efforts as described in Exhibit A. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after July 1, 2017, but before April 30, 2022, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement with State funds cannot be counted as Local Cost Share. Costs that are not eligible for reimbursement include, but are not limited to, the following items:

1. Costs, other than those noted above, incurred prior to the award date of this Grant.
 2. Costs for preparing and filing a grant application belonging to another solicitation.
 3. Operation and maintenance costs, including post construction performance and monitoring costs.
 4. Purchase of equipment that is not an integral part of a project.
 5. Establishing a reserve fund.
 6. Purchase of water supply.
 7. Monitoring and assessment costs for efforts required after project construction is complete.
 8. Replacement of existing funding sources for ongoing programs.
 9. Travel and per diem costs.
 10. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
 11. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the execution date of this Grant Agreement.
 12. Overhead and Indirect Costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded Project (i.e., costs that are not directly related to the funded Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
- 8) **METHOD OF PAYMENT FOR REIMBURSEMENT.** After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via U.S. mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Local Cost Share, and timely Progress Reports as required by Paragraph 16, "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs. Invoices submitted by the Grantee shall include the following information:

1. Costs incurred for work performed in implementing the project during the period identified in the particular invoice.
2. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
3. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - a. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - b. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - c. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - d. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - e. Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the address listed in Paragraph 21, "Project Representative."

All invoices submitted shall be accurate and signed under penalty of perjury. All costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Exhibit D, "D.5) Audits," and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

- 9) **ADVANCED PAYMENT.** Water Code Section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable integrated regional water management plan, and when the project proponent is a nonprofit organization; a DAC; or the project benefits a DAC. If the project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of up to 50% of the grant award; the remaining 50% of the grant award will be reimbursed in arrears. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after execution of this Agreement, or later, will not be eligible to receive an advanced payment. The Advanced Payment Request must contain the following:
 1. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.
 2. If the Local Project Sponsor is requesting the advanced payment, the request must include:
 - a. A funding plan which shows how the advanced funds will be expended within eighteen (18) months of this Grant Agreement's execution (i.e., for what, how much, and when).
 - b. A discussion of the Local Project Sponsor's financial capacity to complete the project once the advanced funds have been expended and include an "Audited Financial Statement Summary Form" specific to the DAC.

3. If a Local Project Sponsor is requesting advanced payment, the Grantee shall also submit a single Advance Payment Form Invoice, containing the request for each qualified project, to the State Project Manager with “wet signature” and date of the Grantee’s Project Representative, as indicated in Paragraph 21, “Project Representative.” The Grantee shall be responsible for the timely distribution of the advanced funds to the respective Local Project Sponsor(s). Within sixty (60) calendar days of receiving the Advanced Payment Form Invoice and subject to the availability of funds, the State will authorize payment of the advanced funds sought of up to 50% of the grant award for the qualified project(s). The Advanced Payment Form Invoice shall be submitted on forms provided by the State and shall meet the following format requirements:
 - a. Invoice must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - b. Invoice must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
 - c. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Form Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). After the distribution requirements in Paragraph 5, “Basic Conditions” are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a “wet signature” invoice for costs incurred, including Local Cost Share, and timely Progress Reports as required by Paragraph 16, “Submission of Reports.”
 4. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 - a. An itemization of how advanced funds have been expended to-date (Expenditure Summary), including documentation that supports the expenditures (e.g., contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 - b. A funding plan which shows how the remaining advanced funds will be expended.
 - c. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 - d. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of the Expenditure Summary, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit B, the State will reject the claim and remove them from the Expenditure Summary.
 5. Once the Grantee has expended all advanced funds, then the method of payment will revert to the reimbursement process specified in Paragraph 8, “Method of Payment for Reimbursement,” and any remaining requirements of Paragraph 5, “Basic Conditions.”
- 10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:
1. A project is not being implemented in accordance with the provisions of the Grant Agreement.
 2. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State’s satisfaction.
 3. Repayment amounts may also include:
 - a. Advanced funds which have not been expended within 18 months of the Grant Agreement’s execution.

- b. Actual costs incurred are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
- c. At the completion of the project, the funds have not been expended.

For conditions 10) 3.a. and 10) 3.b., repayment may consist of deducting the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a substantial breach of this Grant Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

- 11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 13, "Continuing Eligibility," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
- 12) DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:
1. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
 2. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
 3. Failure to operate or maintain project in accordance with this Grant Agreement.
 4. Failure to make any remittance required by this Grant Agreement.
 5. Failure to comply with Labor Compliance Plan requirements.
 6. Failure to submit timely progress reports.
 7. Failure to routinely invoice the State.
 8. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

1. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
2. Terminate any obligation to make future payments to the Grantee.
3. Terminate the Grant Agreement.
4. Take any other action that it deems necessary to protect its interests.

5. In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:

1. An urban water supplier that receives grant funds pursuant to this Grant Agreement must maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) by doing the following:
 - a. Have submitted their 2015 UWMP and had it deemed consistent by DWR. If the 2015 UWMP has not been submitted to DWR funding disbursements to the urban water supplier will cease until the 2015 UWMP is submitted. If the 2015 UWMP is deemed inconsistent by DWR, the urban water supplier will be ineligible to receive funding disbursements until the inconsistencies are addressed and DWR deems the UWMP consistent. For more information, visit the following website:
<https://www.water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Urban-Water-Management-Plans>.
 - b. All urban water suppliers must submit documentation that demonstrates they are meeting the 2015 interim gallons per capita per day (GPCD) target. If not meeting the interim target, the Grantee must submit a schedule, financing plan, and budget for achieving the GPCD target, as required pursuant to Water Code Section 10608.24. Urban water suppliers that did not meet their 2015 interim GPCD target must also submit annual reports that include a schedule, financing plan, and budget for achieving the GPCD target by June 30 of each year.
2. An agricultural water supplier receiving grant funding must:
 - a. Comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq. Submit to the State a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to Water Code Section 10608.48.
 - b. Have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply must have their 2015 AWMP identified on the State's website. For more information, visit the following website:
<https://www.water.ca.gov/Work-With-Us/Grants-And-Loans/Agriculture-Water-Use-Efficiency>.
3. The Grantee diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
4. If applicable, the Grantee must demonstrate compliance with the Groundwater Management Act set forth on pages 7 and 8 of the 2015 SGWP Grant Program Guidelines, dated October 2015.
5. Grantees that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by Water Code Section 10932 and the CASGEM Program.

14) PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. The Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project(s). The Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. The Grantee shall provide copies of permits and approvals to the State.

15) RELATIONSHIP OF PARTIES. If applicable, the Grantee is solely responsible for design, construction, and operation and maintenance of projects within the Work Plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of

funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Grant Agreement.

- 16) **SUBMISSION OF REPORTS.** The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager, and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project/Component Completion Report is a requirement for the release of any funds retained for such project.
1. **Progress Reports:** The Grantee shall submit Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report should be submitted to the State no later than four (4) months after the execution of the Agreement, with future reports then due on successive three-month increments based on the invoicing schedule and this date.
 2. **Groundwater Sustainability Plan:** The Grantee shall submit a Final GSP to DWR by the date as specified per the Sustainable Groundwater Management Act (SGMA). The GSP shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
 3. **Coordination Agreement:** The Grantee shall provide the State a copy of the executed Coordination Agreement, and all supporting documentation. This condition is only required in basins where GSAs develop multiple GSPs pursuant to Water Code Section 10727(b)(3). Refer to the GSP Regulations for necessary details and requirements to prepare and submit a Coordination Agreement.
 4. **Accountability Report:** The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
 5. **Completion Report:** The Grantee shall prepare and submit to the State a separate Completion Report for each project or component included in Exhibit A. The Grantee shall submit a Completion Report within ninety (90) calendar days of project/component completion. Each Completion Report shall include, in part, a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Completion Report shall also include, if applicable for Implementation Project(s), certification of final project by a registered civil engineer, consistent with Exhibit D. A "Certification of Project Completion" form will be provided by the State.
 6. **Grant Completion Report:** Upon completion of the Project included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final component or project to be completed under this Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each component completed, and how those components will further the goals of the GSP and sustainable groundwater. Retention for the last component, or project, to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the State.
- 17) **STATEWIDE MONITORING REQUIREMENTS.** The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.) and, where applicable, projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts,

including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.

- 18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
1. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 2. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 3. Applicable to Implementation Projects only, Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/license Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 19) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
1. By delivery in person.
 2. By certified U.S. mail, return receipt requested, postage prepaid.
 3. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 4. By electronic means.
 5. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
- 20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

21) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa
Chief, Division of Integrated Regional Water
Management
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 653-4736
Email: Arthur.Hinojosa@water.ca.gov

Sacramento Central Groundwater Authority

Darrell K. Eck
Executive Director,
827 7th Street, Room 301
Sacramento, CA 95814
Phone: (916) 874-6851
Email: eckd@SacCounty.net

Direct all inquiries to the Project Manager:

Department of Water Resources

Daniel Bremerman
Project Manager
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 653-4403
Email: Daniel.Bremerman@water.ca.gov

Sacramento Central Groundwater Authority

Ramon Roybal
827 7th Street, Room 301
Sacramento, CA 95814
Phone: (916) 874-6851
Email: roybalr@SacCounty.net

Either party may change its Project Representative or Project Manager upon written notice to the other party.

22) STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution Accepting Funds

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements and Cost Share Guidelines for Grantees

Exhibit I – Not Required

Exhibit J – Project Location

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Sacramento Central Groundwater Authority

Arthur Hinojosa
Chief, Division of Integrated Regional Water
Management

Darrell K. Eck

Darrell K. Eck
Executive Director

Date _____

Date 10/23/2019

Approved as to Legal Form and Sufficiency

Robin Brewer
Assistant Chief Counsel, Office of Chief Counsel

Janice Snyder

Janice Snyder
Counsel, Sacramento Central Groundwater Authority

Date _____

Date 10/27/2019

EXHIBIT A WORK PLAN

Project Title: South American Subbasin Groundwater Sustainability Plan Development

Project Description: The work plan includes activities associated with the planning, development, and preparation of a GSP for the South American Subbasin (Subbasin). The resulting GSP will incorporate appropriate Best Management Practices (BMPs), as developed by DWR, and will result in a more complete understanding of the groundwater subbasin to support long-term sustainable groundwater management.

Category(a): Grant Administration

Prepare reports detailing work completed during reporting period as outlined in **Exhibit F** of this Agreement. Progress Reports will include sufficient information for DWR Project Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Progress Reports and should be submitted to the DWR Project Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare Draft Grant Completion Report and submit to DWR Project Manager for comment and review no later than 90 days after work completion. Prepare Final Report addressing the DWR Project Manager's comments. The report shall be prepared and presented in accordance with the provisions of **Exhibit F**.

Deliverables:

- Executed Grant Agreement and Amendment(s)
- Quarterly Progress Reports and invoices with all required backup documentation
- Environmental Information Form (EIF)
- Final Grant Completion Report

Category(b): Stakeholder Outreach and Coordination

Provide professional facilitation services and support as necessary for GSP development and adoption meetings. Communicate, outreach, and engage with interested parties and beneficial users of groundwater within the basin. Conduct coordination meetings between basin GSAs and representatives of neighboring basins as necessary during the plan development and adoption process.

Deliverables:

- Public Outreach Plan
- Meeting summaries included as attachments in the quarterly Progress Report(s)

Category(c): SGMA Compliance Activities

Complete SGMA compliance activities per the GSP Emergency Regulations that lead to the preparation of a GSP for the South American Subbasin. The GSP, when completed, will meet the requirements of the SGMA regulations. The GSP will incorporate appropriate BMPs as developed by DWR, where applicable, and develops a more complete understanding of the groundwater basin, including interactions with surface water and adjacent subbasins, to support sustainable groundwater management. Required activities for GSP completion include but are not limited to the following:

1. Subbasin Description

Compile maps and descriptions of the Subbasin.

2. Hydrogeologic Conceptual Model

Develop a Hydrogeologic Conceptual Model (HCM) for the Subbasin.

3. Current Groundwater Conditions

Collect and compile available groundwater elevation and water quality data since 2005 to assemble a determination of groundwater conditions over the period from approximately 2005 to 2015.

4. Data Management System

Update and maintain a data management system that is capable of storing and reporting information relevant to the development or implementation of the Plan and monitoring of the basin.

5. Numerical Groundwater-Surface Water Model Update

Evaluate the available options and develop an integrated hydrologic model for the Basin. Compile, evaluate, and compare simulated and local water budget information. Select and refine an integrated groundwater surface water model for water budget development and other GSP model scenario analysis.

6. Water Budget

Prepare an initial water budget analysis using the updated numerical groundwater modeling results. Any data gaps or recommended improvements to the water budget should also be noted for subsequent GSP updates and model improvements.

7. Sustainability Management Criteria

Perform necessary technical analysis and negotiations to update Subbasin management criteria which address SGMA undesirable results per SGMA requirements.

8. Land Use Plans and Agreements Affected by GSP Development

Conduct an institutional and policy review of stakeholder agreements and land use plans affected by recommended changes in the management criteria.

9. Additional Management Actions

If additional projects and programs are needed above and beyond existing investments and planned actions in the Subbasin, an evaluation of additional and/or expansions of existing local agency projects and programs will be analyzed to assess and rank project categories based on benefit, cost, timeliness, and institutional challenges (i.e., project permitting, CEQA/NEPA requirements, etc.).

10. Project Actions in Cooperation with Groundwater Clean-up Agencies

Identify projects and actions that are already taking place or can be taken in cooperation with groundwater remediation agencies to keep extracted groundwater in the Subbasin. Create alternative/optimized uses for remediated groundwater including project and water costs and feasibility level analysis of regulatory and permitting challenges for each.

11. Regional/Interbasin Coordination (Tier 3)

The Subbasin lies within the larger Sacramento Valley groundwater basin and has a high degree of hydraulic communication with adjacent subbasins to the north, south, and west. Provide legal & policy-based recommendations to address the methods of coordination with adjacent subbasins including the need for coordination agreements, a reasonable way to address boundary issues, and a means to allocate costs using fair share principles.

12. Monitoring Network Assessment

Develop monitoring network capable of collecting sufficient data to demonstrate short-term, seasonal, and long-term trends in groundwater and related surface water conditions, and yield representative information about groundwater conditions as necessary to evaluate GSP implementation. Assess monitoring networks for adequacy, determine data gaps, and develop a plan to address inadequacies

and gaps. Develop reports and forms to be used with the (Data Management System) DMS for reporting required data to DWR in a format consistent with the GSP regulations.

13. GSP Rate Study

Estimated costs for GSP implementation will be evaluated to ascertain needed changes, if any, in the existing rate methodology, and to have a public discussion on cost allocations with other participating GSAs/agencies prior to the Subbasin's respective Boards adopting the GSP.

14. GSP Document Preparation and Process Documentation

Complete drafting of the GSP and distill action summaries and technical presentations into a layperson's GSP document, with Executive Summary, for purposes of public review and final Board adoption at least 120 days prior to January 31, 2022.

Deliverables:

- CEQA Documents as required
- Response to public comments
- Proof of Final GSP submittal to DWR

**EXHIBIT B
BUDGET**

Project Budget Summary					
Project Title: South American Subbasin Groundwater Sustainability Plan Development					
Budget Category		Grant Amount	Required Cost Share (non-state source)	Other Cost Share	Total Cost
(a)	Grant Administration	\$0	\$92,914	\$0	\$92,914
(b)	Stakeholder Outreach and Coordination	\$0	\$586,336	\$0	\$586,336
(c)	SGMA Compliance Activities	\$970,693	\$291,443	\$0	\$1,262,136
TOTAL COSTS		\$970,693	\$970,693	\$0	\$1,941,386

**EXHIBIT C
SCHEDULE**

Project Schedule			
Project Title: South American Subbasin Groundwater Sustainability Plan Development			
Categories		Start Date	End Date
(a)	Grant Administration	7/1/2017	4/30/2022
(b)	Stakeholder Outreach and Coordination	1/1/2015	1/31/2022
(c)	SGMA Compliance Activities	1/1/2015	1/31/2022

EXHIBIT D
STANDARD CONDITIONS

D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- a) **Separate Accounting of Funding Disbursements:** The Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- b) **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- c) **Remittance of Unexpended Funds:** The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2) ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.3) AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. The State shall have no obligation to agree to an amendment.

D.4) AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5) AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 12, "Default Provisions" or take any other action it deems necessary to protect its interests.

Pursuant to Government Code Section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose

for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Funding Recipient's activities. (Wat. Code, § 79708, subd. (b).)

- D.6) BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7) CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with CEQA. (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Grant Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under the Grant Agreement subject to a CEQA document shall not proceed until and unless approved by the State Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."
- D.8) CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code Section 7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.; and
 - b) The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9) CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10) COMPETITIVE BIDDING AND PROCUREMENTS: The Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in the Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement.
- D.11) COMPUTER SOFTWARE: The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12) CONFLICT OF INTEREST: All participants are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken.

Applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411, for State conflict of interest requirements.

- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - d) **Employees and Consultants to the Grantee:** Individuals working on behalf of the Grantee may be required by DWR to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13) **DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.14) **DISPOSITION OF EQUIPMENT:** The Grantee shall provide to the State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory, the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.15) **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355.
 - b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i) The dangers of drug abuse in the workplace,
 - ii) The Grantee's policy of maintaining a drug-free workplace,
 - iii) Any available counseling, rehabilitation, and employee assistance programs, and
 - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

c) Provide, as required by Government Code Section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:

- i) Will receive a copy of the Grantee's drug-free policy statement, and
- ii) Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.

D.16) EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State can result in termination of this Agreement.

D.17) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

D.18) GRANTEE'S RESPONSIBILITY. The Grantee and its representatives shall:

- a) Faithfully and expeditiously perform, or cause to be performed, all project work as described in Exhibit A and in accordance with Project Exhibits B and C.
- b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- c) Comply with all applicable California, federal, and local laws and regulations.
- d) Implement the Project in accordance with applicable provisions of the law.
- e) Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
- f) Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
- g) Be solely responsible for design, construction, and operation and maintenance of projects within the Work Plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Grant Agreement.
- h) Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Grant Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

- D.19) **GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.20) **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement, shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.
- D.21) **INDEMNIFICATION:** The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of this Project and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.22) **INDEPENDENT CAPACITY:** The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.23) **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.24) **INSPECTIONS OF PROJECT BY STATE:** The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.25) **LABOR CODE COMPLIANCE:** The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.26) **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.27) **NONDISCRIMINATION:** During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS),

mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the California Fair Employment and Housing Act are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

- D.28) OPINIONS AND DETERMINATIONS: Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.29) PRIORITY HIRING CONSIDERATIONS: If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.
- D.30) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee to meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.
- D.31) REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.32) RETENTION: The State shall withhold ten percent (10%) of the funds requested in each invoice by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Project Completion Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.33) RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.34) SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.35) SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:

- a) The Grantee, its contractors, or subcontractors have made a false certification, or
 - b) The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.36) SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as the State may impose.
- D.37) TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.38) TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, "Default Provisions."
- D.39) TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on thirty (30) days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.40) THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.41) TIMELINESS: Time is of the essence in this Grant Agreement.
- D.42) TRAVEL – DAC, EDA, or SDAC PROJECT/COMPONENT: If a Project/Component obtains a DAC, EDA, or SDAC Cost Share Waiver, the Grantee may submit travel and per diem costs for eligible reimbursement with State funds. Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. All travel approved expenses will be reimbursed at the percentage rate of the DAC, EDA, or SDAC Cost Share Waiver. For example, if the Grantee obtains a 100% Waiver, 100% of all approved travel expenses can be invoiced for reimbursement. If the Grantee obtains a 50% Waiver, only 50% of eligible travel expenses will be reimbursed by these grant funds.
- D.43) TRAVEL – NON-DAC, EDA, or SDAC PROJECT/COMPONENT: The Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, unless the Grantee's service area is considered a DAC, EDA, or SDAC. The Grantee also agrees that travel and per diem costs shall NOT be eligible for computing Grantee Local Cost Share. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.
- D.44) UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- a) No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - b) The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - c) The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.

- d) If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.45) VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.46) WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION ACCEPTING FUNDS

SACRAMENTO CENTRAL GROUNDWATER AUTHORITY

RESOLUTION NO. 2017-07

RESOLUTION AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR A GRANT UNDER THE 2017 SUSTAINABLE GROUNDWATER PLANNING GRANT PROGRAM PURSUANT TO THE WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT ACT OF 2014 FOR THE DEVELOPMENT OF THE SOUTH AMERICAN SUBBASIN GROUNDWATER SUSTAINABILITY PLAN (BULLETIN 118 SUBBASIN NO. 5-21.65)

WHEREAS, the Sacramento Central Groundwater Authority (“Authority”) submitted the South American Subbasin Alternative Submittal (Alternative) to the State Department of Water Resources on December 30, 2016; and

WHEREAS, funding provided by the 2017 Sustainable Groundwater Planning Grant Program pursuant to Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) (Water Code Section 79700 et seq.) is intended to fund projects that provide more reliable water supplies, restore important species and habitat, and develop a more resilient and sustainably managed water system that can better withstand inevitable and unforeseen pressures in the coming decades.; and

WHEREAS, the Proposal Solicitation Package for the 2017 Sustainable Groundwater Planning Grant Program states that the award selection for proposals will be made final with the exception of those applications in basins in which an Alternative submittal is pending review. In basins with an Alternative submittal, the recommended awards will remain tentative until DWR’s Alternative submittal review is complete and a GSA is formed.

NOW, THEREFORE, be it resolved by the AUTHORITY as follows:

1. That application be made to the California Department of Water Resources to obtain a grant under the 2017 Sustainable Groundwater Planning Grant Program pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) (Water Code Section 79700 et seq.), and to enter into an agreement to receive a grant for the: Development of the South American Subbasin Groundwater Sustainability Plan (Bulletin 118 Subbasin No. 5-21.65). The Executive Director of the Authority, or designee

Resolution Authorizing Submittal Of An Application To The California Department Of Water Resources For A Grant Under The 2017 Sustainable Groundwater Planning Grant Program Pursuant To The Water Quality, Supply, And Infrastructure Improvement Act Of 2014 For Development of the South American Subbasin Groundwater Sustainability Plan (Bulletin 118 Subbasin No. 5-21.65)
Page 2

is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with California Department of Water Resources, and

- 2. The Executive Director of the Authority is hereby authorized to do and perform everything reasonable, convenient, and necessary to carry out the purpose and intent of this Resolution.

ON A MOTION by Director Williams, seconded by Director Schubert, the foregoing resolution was passed and adopted by the Board of Directors of the Sacramento Central Groundwater Authority, State of California, this 11th day of October, 2017, with the following vote, to wit:

AYES: Directors, Aragon, Eaton, Eising, Ewart, Fragio, Jacobs, Madison, Ocenosak, Quynn, Schneider, Schubert, Werder, Williams

NOES: None

ABSENT: Directors, Mahon, Thompson, Crouse

ABSTAIN: None

RECUSAL: None



[Signature]
Chair of the Board of Directors of the Sacramento Central Groundwater Authority

ATTEST: *S. Studdert*
Deputy Clerk of the Board of Directors of the Sacramento Central Groundwater Authority

FILED
BOARD OF DIRECTORS
OCT 10 2017
By *Alynce Evans*
Clerk of the Board

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For the Project, or each component, discuss the following at the task level, as organized in Exhibit A:

- Percent complete estimate.
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each Project or component, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

COMPLETION REPORT

The Completion Report shall generally use the following format provided below for each Component or Project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- Description of actual work completed and any deviations from Exhibit A. List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of the GSP that meets all the requirements of the GSP Regulations (for GSP Development Projects), or verification (e.g., acceptance email, or other approved documentation from SGMA), that the GSP was submitted to DWR as required.
- A copy of any final technical report or study, produced for or utilized in this Project as described in the Work Plan
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final Component schedule showing actual progress versus planned progress

Additional information that may be applicable for Implementation Projects and/or Components includes the following:

- As-built drawings
- Final geodetic survey information
- Project or Component photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Component, with quantification of such benefits provided, applicable for Implementation Components.
- A final project schedule showing actual progress versus planned progress as shown in Exhibit C.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the project was conducted in accordance with the approved work plan and any approved modifications thereto.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects in the SGWP Grant Program funded by this Grant Agreement, and includes the following:

Executive Summary

The Executive Summary consists of a maximum of ten (10) pages summarizing information for the grant as well as the individual components.

Reports and/or products

- Brief comparison of work proposed in the original 2017 SGWP Grant application and actual work done.
- Brief description of the Project or components completed and how they achieve either or both of the following:
 - Serve SDAC(s) and support groundwater sustainability planning and management in the basin (Implementation Projects); and/or
 - Support planning, development, and/or preparation of GSP(s) that will comply with and meet the requirements of the GSP Regulations (GSP Development Projects).
- Identify remaining work and mechanism for their implementation (Implementation Projects).
- If applicable (e.g., if a DAC, EDA, or SDAC Cost Share Waiver was approved), a discussion of the benefits to DAC, EDA, and/or SDAC as part of this Grant Agreement.

Cost & Disposition of Funds Information

- A summary of final funds disbursement for the Project, or each component.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit F.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's (SWRCB) Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: http://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the SWRCB GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

The Grantee shall submit to DWR groundwater level data collected as part of this grant. Water level data must be submitted using the CASGEM online data submission system. The Grantee should use their official CASGEM Monitoring Entity or Cooperating Agency status to gain access to the online submittal tool and submit data. If the data is from wells that are not part of the monitoring network, the water level measurements should be classified as voluntary measurements in the CASGEM system. If the Grantee is not a Monitoring Entity or Cooperating Agency, please contact your DWR grant project manager for further assistance with data submittal. The activity of data submittal should be documented in appropriate progress or final project reports, as described in Exhibit F. Information regarding the CASGEM program can be found at: <http://www.water.ca.gov/Programs/Groundwater-Management/Groundwater-Elevation-Monitoring--CASGEM>.

EXHIBIT H**STATE AUDIT DOCUMENT REQUIREMENTS AND COST SHARE GUIDELINES FOR GRANTEES**

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and the Grantee's Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantees should ensure that such records are maintained for each funded project.

State Audit Document RequirementsInternal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for the Grantee's receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

Local Cost Share Guidelines

Local Cost Share consists of non-State funds, including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties) directly related to the execution of the funded project. Examples include volunteer services, equipment use, and use of facilities. The cost of in-kind service can be counted as Local Cost Share in-lieu of actual funds (or revenue) provided by the Grantee. Other cost share and in-kind service eligibility conditions may apply. Provided below is guidance for documenting Local Cost Share with and without in-kind services.

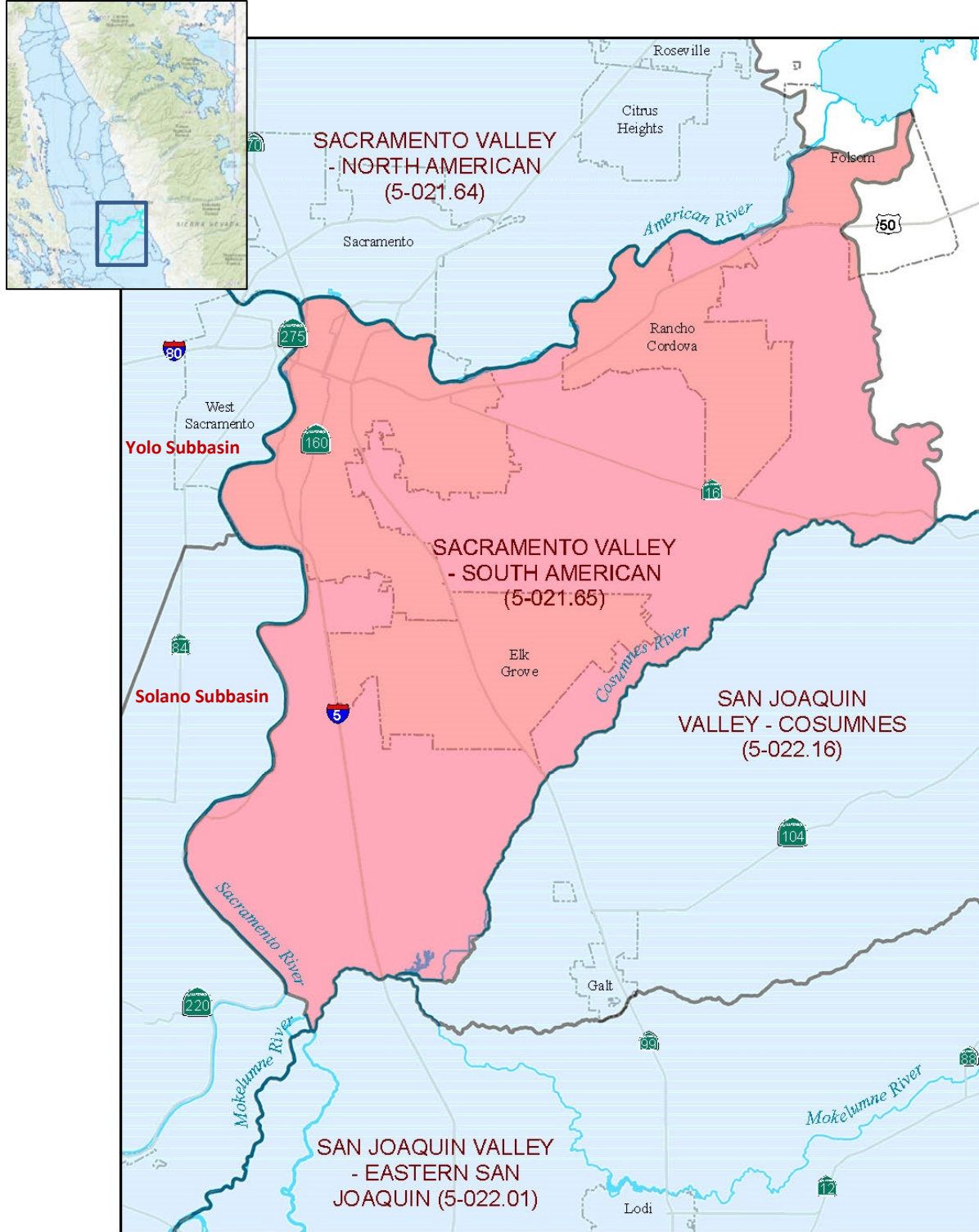
1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
 - a. Detailed description of the contributed item(s) or service(s)
 - b. Purpose for which the contribution was made (tied to project Work Plan)
 - c. Name of contributing organization and date of contribution
 - d. Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #2, below)
 - e. Person's name and the function of the contributing person
 - f. Number of hours contributed
 - g. If multiple sources exist, these should be summarized on a table with summed charges
 - h. Source of contribution if it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.
3. Local Cost Share contribution (including in kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the project funded by the Grant Agreement.

4. Cash contributions made to a project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee's accounting system.

EXHIBIT I
LOCAL PROJECT SPONSORS (NOT USED)

EXHIBIT J PROJECT LOCATION

Project and/or Component Location/Site/Vicinity Map – All of that portion in the map below indicated as the South American Subbasin entirely located within Sacramento County, California:



ATTACHMENT B

DETAILED EVALUATION CRITERIA AND RATING

Respondents will be evaluated using the following scoring criteria. Respondents can be given points up to the maximum value.

Statement of Qualifications	<u>Maximum Points</u>
A. <u>Public Outreach: Public Outreach and Engagement</u>	20
a. Demonstrated ability to engage public in interested-based negotiations	
b. Experience in developing effective communication and outreach material	
c. Use of the latest technology to target, track, and report on effectiveness of stakeholder involvement and satisfaction	
d. Experience working in a diverse stakeholder environment	
B. <u>Technical Communication: Ability to Translate and Communicate Complex Information in a Public Negotiation Setting</u>	15
a. Demonstrated ability to translate and communicate complex groundwater management information in written and oral formats	
b. Experience in working with highly scientific subject matters for consumption by a lay-person audience	
c. Experience working alongside stakeholders in completing complex parallel tasks	
C. <u>Project Understanding: Understanding of SGMA and GSP Regulations for Purposes of Setting Sustainable Management Criteria</u>	30
a. Familiarity with key SGMA regulations and their application in a subbasin with an existing GMP and management criteria	
b. Familiarity with SCGA's 2006 GMP and the SGMA South American Subbasin Alternative submitted to State DWR ² and their review comments received on July 17, 2019. ^{3, 4}	
c. Familiarity with required contents of GSPs	
D. <u>Technical Expertise: Application of SGMA and Monitoring Methods of Assessing Data Gaps</u>	20
a. Demonstrated technical understanding of subbasin groundwater and land use characteristics, and the concept of "net groundwater use"	
b. Demonstrated understanding of the Subbasin's agricultural practices and challenges to its viability	
c. Experience in federal, state, and local regulatory groundwater clean-up sites and how they are treated under SGMA	
d. Experience in assessing the adequacy of groundwater and surface water monitoring programs	

² See <<https://sgma.water.ca.gov/portal/alternative/print/15>> for Alternative Submittal

³ State DWR Alternative Review Notification Letter, see <<http://www.agendanet.saccounty.net/sirepub/cache/2/no4fm13rp2ddg0nq011sscv/895659810152019024614911.PDF>>

⁴ State DWR Alternative Review Staff Report, see <<http://www.agendanet.saccounty.net/sirepub/cache/2/no4fm13rp2ddg0nq011sscv/895659910152019024513727.PDF>>

Maximum Points

- E. Integration of Past Work: Development of Groundwater Planning Studies and Design of Sustainability Projects and Programs..... 15**
- a. Experience in developing comprehensive groundwater infrastructure planning documents to support groundwater sustainability including:
 - i. Groundwater Banking and Accounting Methods
 - ii. Conjunctive Use Operations and Surface Water Availability
 - iii. Revenue Generation and Rate Setting
 - iv. Monitoring and Recharge Projects
 - b. Experience in design and construction of groundwater projects
 - c. Experience in State Grant Administration and Invoicing requirements for large-scale water resources planning or construction projects (e.g., Integrated Resource Water Management Plans, Recharge/Banking Programs, Monitoring Networks, etc.)

***SUBTOTAL* 100**

Part 2 - Interview (optional)

A. Panel Interview 100

***SUBTOTAL* 100**

***TOTAL* 200**

**ATTACHMENT C
SAMPLE SACRAMENTO CENTRAL GROUNDWATER AUTHORITY
CONSULTANT AGREEMENT**

ATTACHMENT C: SAMPLE SCGA CONSULTANT AGREEMENT

Contract No.

SACRAMENTO CENTRAL GROUNDWATER AUTHORITY

**AGREEMENT FOR
TITLE**

THIS AGREEMENT is made and entered into as of this _____, by and between the SACRAMENTO CENTRAL GROUNDWATER AUTHORITY, a Joint Powers Authority between the County of Sacramento and the Cities of Elk Grove, Folsom, Rancho Cordova and Sacramento (created on August 29, 2006 by mutual agreement) hereinafter referred to as "AUTHORITY," and name of contracting party and nature of entity hereinafter referred to as CONSULTANT.

RECITALS

RECITALS....

WHEREAS, AUTHORITY and CONSULTANT desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, AUTHORITY and CONSULTANT agree as follows:

1. **SCOPE OF SERVICES**
CONSULTANT shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.
2. **TERM**
This Agreement shall be effective and commence as of the date first written above and shall end _____.
3. **NOTICE**
Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO AUTHORITY:

Attn: Project Manager
Address

TO CONSULTANT:

Attn:
Firm Name
Address

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Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

4. **COMPLIANCE WITH LAWS**

CONSULTANT shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

5. **GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

6. **LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING**

A. CONSULTANT shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

- a. CONSULTANT further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or county government contracts. CONSULTANT certifies that it shall not contract with a subcontractor that is so debarred or suspended.

7. **PREVAILING WAGES**

This provision applicable to a/e design or construction-related.

CONSULTANT shall comply with the provisions of the California Labor Code, specifically, but not limited to, Chapter 1, commencing at Section 1720, of Part 7 of Division 2 (payment of prevailing wages). The prevailing rates for per diem wages shall be those rates determined by the Director of the California Department of Industrial Relations.

8. **PERFORMANCE STANDARDS**

CONSULTANT shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONSULTANT'S services.

9. **OWNERSHIP OF WORK PRODUCT**

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONSULTANT provided hereunder shall be

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the exclusive property of AUTHORITY and shall be delivered to AUTHORITY upon completion of the services authorized hereunder. CONSULTANT may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by AUTHORITY. AUTHORITY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONSULTANT'S services and are not designed for use other than what is intended by this Agreement.

10. STATUS OF CONSULTANT

OPTION 1

- A. It is understood and agreed that CONSULTANT (including CONSULTANT'S employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT'S assigned personnel shall not be entitled to any benefits payable to employees of AUTHORITY. AUTHORITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement; and as an independent contractor, CONSULTANT hereby indemnifies and holds AUTHORITY harmless from any and all claims that may be made against AUTHORITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of AUTHORITY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONSULTANT for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and the AUTHORITY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of AUTHORITY, neither the CONSULTANT nor CONSULTANT'S assigned personnel shall have any entitlement as a AUTHORITY employee, right to act on behalf of AUTHORITY in any capacity whatsoever as agent, nor to bind AUTHORITY to any obligation whatsoever. CONSULTANT shall not be covered by worker's

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compensation; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the AUTHORITY to employees of the AUTHORITY.

- E. It is further understood and agreed that CONSULTANT must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONSULTANT'S assigned personnel under the terms and conditions of this Agreement.

OPTION 2

- A. It is understood and agreed that CONSULTANT (including CONSULTANT'S employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT'S assigned personnel shall not be entitled to any benefits payable to employees of AUTHORITY as an independent contractor, CONSULTANT hereby indemnifies and holds AUTHORITY harmless from any and all claims that may be made against AUTHORITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of AUTHORITY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONSULTANT for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and the AUTHORITY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of AUTHORITY, neither the CONSULTANT nor CONSULTANT'S assigned personnel shall have any entitlement as a AUTHORITY employee, right to act on behalf of AUTHORITY in any capacity whatsoever as agent, nor to bind AUTHORITY to any obligation whatsoever. CONSULTANT shall not be covered by worker's compensation; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other

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fringe benefits payable by the AUTHORITY to employees of the AUTHORITY.

- E. Notwithstanding CONSULTANT'S status as an independent contractor, AUTHORITY shall withhold from payments made to CONSULTANT such sums as are required to be withheld from employees by the Federal Internal Revenue Code; the Federal Insurance Compensation Act; the State Personal Income Tax Law and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding AUTHORITY'S liability under said laws and does not abrogate CONSULTANT'S status as an independent contractor as described in this Agreement. Further, CONSULTANT is not included in any group covered by AUTHORITY'S present agreement with the federal Social Security Administration.

OPTION 3

- F. Notwithstanding subparagraphs (A) and (E), it is further understood and agreed that AUTHORITY shall withhold seven percent (7%) of all income paid to CONSULTANT under this agreement for payment and reporting to the California Franchise Tax Board because CONSULTANT does not qualify as (1) a corporation with its principal place of business in California, (2) a partnership with a permanent place of business in California, (3) a corporation qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

11. BENEFITS WAIVER

If CONSULTANT is unincorporated, CONSULTANT acknowledges and agrees that CONSULTANT is not entitled to receive the following benefits and/or compensation from AUTHORITY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between AUTHORITY and its employee organizations. Should CONSULTANT or any employee or agent of CONSULTANT seek to obtain such benefits from AUTHORITY, CONSULTANT agrees to indemnify and hold harmless AUTHORITY from any and all claims that may be made against AUTHORITY for such benefits.

12. CONFLICT OF INTEREST

CONSULTANT and CONSULTANT'S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

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13. **NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

- A. CONSULTANT agrees and assures AUTHORITY that CONSULTANT and any subconsultants shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of AUTHORITY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of AUTHORITY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONSULTANT represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONSULTANT agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONSULTANT shall include this nondiscrimination provision in all subcontracts related to this Agreement.

14. **INDEMNIFICATION**

- A. To the fullest extent permitted by law, for work or services provided under this Agreement, CONSULTANT shall indemnify, defend, and hold harmless the AUTHORITY, County of Sacramento, its Board of Supervisors, officers, directors, officials, employees, and authorized volunteers and agents (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by the AUTHORITY, County of Sacramento directly attributable to the performance of CONSULTANT, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, CONSULTANT'S sub-

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consultants or subcontractors at any tier, or any other party for which CONSULTANT is legally liable under law.

- B. The right to defense and indemnity under this section arises upon occurrence of an event giving rise to a claim and tendered in writing to CONSULTANT. CONSULTANT shall defend Indemnified Parties with counsel reasonably acceptable to AUTHORITY.
- C. Notwithstanding the foregoing, the parties expressly agree that CONSULTANT'S defense obligation under this indemnity obligation shall require CONSULTANT to defend the Indemnified Parties until any of the following occur: (1) the judgment has become final by a Court of Competent Jurisdiction, (2) other mutually agreeable dispute resolution or settlement process establishing the proportionate percentage of fault of the parties under law. In the event that fault is apportioned between CONSULTANT and the AUTHORITY, County of Sacramento, CONSULTANT'S final cost of defense shall not exceed its proportionate percentage of fault. To the extent that CONSULTANT'S cost of defense exceeds its proportionate percentage of fault, the AUTHORITY, County of Sacramento shall reimburse CONSULTANT. If requested by the AUTHORITY, County of Sacramento, CONSULTANT agrees to participate, at its own expense, in the defense of a Claim to provide testimony or to produce documents or other relevant information.
- D. To the extent permitted by law, this indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONSULTANT or CONSULTANT'S sub-consultants or subcontractors at any tier.
- E. Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- F. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

15. **INSURANCE**

Without limiting CONSULTANT'S indemnification, CONSULTANT shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONSULTANT to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that AUTHORITY shall not pay any sum to CONSULTANT under this Agreement unless and until AUTHORITY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain

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insurance as required in this agreement may be grounds for material breach of contract.

16. **INFORMATION TECHNOLOGY ASSURANCES**

CONSULTANT shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONSULTANT in the performance of services under this Agreement, other than those owned or provided by AUTHORITY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to AUTHORITY under this Agreement.

17. **COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by AUTHORITY in accordance with express provisions in this Agreement.
- B. CONSULTANT shall submit an invoice on the forms and in accordance with the procedures prescribed by AUTHORITY on a monthly basis for services performed during the previous month. Invoices shall be submitted to AUTHORITY no later than the fifteenth (15th) day of the month following the invoice period, and AUTHORITY shall pay CONSULTANT within thirty (30) days after receipt of an appropriate and correct invoice.
- C. CONSULTANT shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- D. In the event CONSULTANT fails to comply with any provisions of this Agreement, AUTHORITY may withhold payment until such non-compliance has been corrected.

18. **SUBCONTRACTS, ASSIGNMENT**

- A. CONSULTANT shall obtain prior written approval from AUTHORITY before subcontracting any of the services delivered under this Agreement. CONSULTANT remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONSULTANT shall be held responsible by AUTHORITY for the performance of any subconsultant whether approved by AUTHORITY or not.

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- B. This Agreement is not assignable by CONSULTANT in whole or in part, without the prior written consent of AUTHORITY.

19. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon AUTHORITY unless agreed in writing by DIRECTOR and counsel for AUTHORITY.

20. SUCCESSORS

This Agreement shall bind the successors of AUTHORITY and CONSULTANT in the same manner as if they were expressly named.

21. TIME

Time is of the essence of this Agreement.

22. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

23. DIRECTOR

As used in this Agreement, "Director" shall mean the Executive Director of the Central Groundwater Authority, or his/her designee.

24. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONSULTANT shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. AUTHORITY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

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25. TERMINATION

- A. AUTHORITY may terminate this Agreement without cause upon **15/30/60** days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by AUTHORITY to CONSULTANT and it is later determined that CONSULTANT was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. AUTHORITY may terminate this Agreement for cause immediately upon giving written notice to CONSULTANT should CONSULTANT materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, AUTHORITY may proceed with the work in any manner deemed proper by AUTHORITY. If notice of termination for cause is given by AUTHORITY to CONSULTANT and it is later determined that CONSULTANT was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. AUTHORITY may terminate or amend this Agreement immediately upon giving written notice to CONSULTANT, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the AUTHORITY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in AUTHORITY's yearly proposed and/or final budget are not appropriated by AUTHORITY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by AUTHORITY as a result of mid-year budget reductions.
- D. If this Agreement is terminated by AUTHORITY under paragraph (A) or (C) above:
1. CONSULTANT shall cease rendering services pursuant to this Agreement as of the termination date.
 2. CONSULTANT shall deliver to AUTHORITY copies of all writings prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, drawings, blueprints, printing, electronic media, photostating, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

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3. CONSULTANT shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONSULTANT can legally cancel.
 - E. If this Agreement is terminated under paragraphs (A) or (C), above, CONSULTANT shall be paid for authorized and approved services performed prior to the termination date in accordance with the provisions of the Compensation and Payment of Invoices Limitations provision of this Agreement.
- 26. REPORTS**
CONSULTANT shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONSULTANT'S activities as they affect the contract duties and purposes herein. AUTHORITY shall explain procedures for reporting the required information.
- 27. AUDITS AND RECORDS**
Upon AUTHORITY'S request, AUTHORITY or its designee shall have the right at reasonable times and intervals to audit, at CONSULTANT'S premises, CONSULTANT'S financial and program records as AUTHORITY deems necessary to determine CONSULTANT'S compliance with legal and contractual requirements and the correctness of claims submitted by CONSULTANT. CONSULTANT shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon AUTHORITY'S request at AUTHORITY'S expense.
- 28. PRIOR AGREEMENTS**
This Agreement constitutes the entire contract between AUTHORITY and CONSULTANT regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between AUTHORITY and CONSULTANT regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.
- 29. SEVERABILITY**
If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.
- 30. FORCE MAJEURE**
Neither CONSULTANT nor AUTHORITY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear

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accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

31. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

32. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

33. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

(SIGNATURE PAGE FOLLOWS)

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

The appropriate signature blocks

THIS AGREEMENT FORMAT HAS BEEN APPROVED BY COUNTY COUNSEL

OR

Contract and Consultant Tax Status
Reviewed and Approved by County Counsel

By: _____ Date: _____
Lisa A. Travis
County Counsel

Prepared by: _____
Chalon Rogers, Senior Contract Services Officer
Contract and Purchasing Services Division
Department of General Services, Administrative Agency
Phone: (916) 876-6287

and insert file name/path

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EXHIBIT A to Agreement
between _____ and _____

SCOPE OF SERVICES

1. SERVICE LOCATION(S) *as appropriate*

Facility Name(s): FACILITY
Street Address: STREET
City and Zip Code: CITY

2. REQUEST FOR PROPOSAL AND CONSULTANT'S PROPOSAL

A. The scope of services to be provided by this Agreement consists of those services set forth in CONSULTANT'S Proposal dated _____ attached hereto as Attachment 1 and incorporated herein by this reference. In the event of any conflict, inconsistency or ambiguity between this Agreement and the Proposal, this Agreement shall govern. CONSULTANT agrees to perform all services stated in this Agreement for the compensation described herein.

OR

A. The scope of services to be provided by this Agreement are those services identified in AUTHORITY'S Request for Proposal (RFP) dated _____, and CONSULTANT'S Proposal dated _____. Both the RFP and the Proposal are hereby incorporated into this Agreement as Attachments 1 and 2, respectively, and made a part of this Agreement. In the event of any inconsistencies or ambiguities, the Proposal shall govern over the RFP, and this Agreement shall govern over all. CONSULTANT agrees to perform all services stated in this Agreement for the compensation described herein.

AND

B. The AUTHORITY'S Director or designee, may negotiate with CONSULTANT and approve reasonable modifications in tasks, work products, schedules, milestones, and staff assignments so long as such modifications are within the general scope of services provided under this Agreement, do not exceed the Maximum Total Payment Amount, and are determined to be in the best interest of AUTHORITY.

3. SCHEDULE

CONSULTANT shall complete the services in an expeditious manner and transmit all applicable materials to the AUTHORITY as stated in the _____ or as mutually adjusted with AUTHORITY'S Project Manager.

OR

CONSULTANT shall perform the services in an expeditious manner in accordance with a mutually acceptable schedule developed between AUTHORITY and CONSULTANT.

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4. **RESPONSIBILITIES OF AUTHORITY AND CONSULTANT FOR SCOPE**

- A. AUTHORITY, or its authorized representatives, shall review all documents submitted by CONSULTANT and render decisions pertaining thereto as promptly as is reasonable under the circumstances at the time in order to avoid unreasonable delay of the progress of CONSULTANT. AUTHORITY shall furnish information and services as required by this Agreement and shall render approvals and decisions as expeditiously as is reasonably necessary under the circumstances at the time for the orderly progress of the CONSULTANT'S services and of the project.
- B. CONSULTANT shall be solely responsible for the quality and accuracy of its work and the work of its subconsultants performed in connection with this Agreement. Any review, approval, or concurrence therewith by the AUTHORITY shall not be deemed to constitute acceptance or waiver by the AUTHORITY of any error or omission as to such work. CONSULTANT shall coordinate the activities of any subconsultants and is responsible to ensure that all plans, drawings, and specifications are coordinated and interface with the other applicable plans, drawings, and specifications to produce a unified, workable, and acceptable whole functional product.

5. **AUTHORITY OF CONSULTANT PERFORMING SCOPE OF WORK**

CONSULTANT is retained to provide and perform the scope of services covered by this Agreement. CONSULTANT, including CONSULTANT'S assigned personnel, shall have no authority to represent AUTHORITY or AUTHORITY staff at any meetings of public or private agencies unless an appropriate AUTHORITY official provides prior written authorization for such representation which outlines the purpose, scope and duration of such representation. CONSULTANT shall possess no authority or right to act on behalf of AUTHORITY in any capacity whatsoever as agent, nor to bind AUTHORITY to any obligations whatsoever. AUTHORITY is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

6. **PUBLICATION OF DOCUMENTS AND DATA**

CONSULTANT shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the AUTHORITY without the prior written consent of AUTHORITY, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the AUTHORITY or CONSULTANT.

7. **PROJECT PERSONNEL**

In the performance of the services hereunder, CONSULTANT shall provide the personnel as set forth in the Proposal. Any change in such personnel or reassignment in their project responsibilities must be agreed to in writing by

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the Director or his authorized representative before any such change may be made. Key contacts for this project shall be as follows:

AUTHORITY: NAME: TBD
 PHONE:
 FAX:
 E-MAIL:

CONSULTANT: NAME: TBD
 PHONE:
 FAX:
 E-MAIL:

SAMPLE

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EXHIBIT B to Agreement
between _____ and _____

INSURANCE REQUIREMENTS

Without limiting CONSULTANT'S indemnification, CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONSULTANT, its agents, representatives or employees. AUTHORITY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of AUTHORITY Risk Manager, insurance provisions in these requirements do not provide adequate protection for AUTHORITY and for members of the public, AUTHORITY may require CONSULTANT to obtain insurance sufficient in coverage, form and amount to provide adequate protection. AUTHORITY'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

1. Verification of Coverage

CONSULTANT shall furnish AUTHORITY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to the certificates provided.** AUTHORITY Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of AUTHORITY and general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by AUTHORITY before performance commences. AUTHORITY reserves the right to require that CONSULTANT provide complete, certified copies of any policy of insurance including endorsements offered in compliance with these specifications.

2. Minimum Scope of Insurance

Coverage shall be at least as broad as:

GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by AUTHORITY Risk Manager.

AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 00 01. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Personal Lines automobile insurance shall apply if vehicles are individually owned.

ATTACHMENT C: SAMPLE SCGA CONSULTANT AGREEMENT

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WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.

PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to CONSULTANT'S profession.

UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

3. **Minimum Limits of Insurance**

CONSULTANT shall maintain limits no less than:

General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$2,000,000
Fire Damage:	\$ 100,000

Automobile Liability:

- a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
- b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

Workers' Compensation: Statutory.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Professional Liability or Errors and Omissions Liability: \$2,000,000 per claim and aggregate.

4. **Deductibles and Self-Insured Retention**

Any deductible or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by AUTHORITY.

5. **Claims Made Professional Liability Insurance**

If professional liability coverage is written on a Claims Made form:

- a. The "Retro Date" must be shown, and must be on or before the date of

ATTACHMENT C: SAMPLE SCGA CONSULTANT AGREEMENT

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the Agreement or the beginning of Agreement performance by CONSULTANT.

- b. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- c. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, CONSULTANT must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

6. **Other Insurance Provisions**

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

7. **All Policies:**

- a. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII. AUTHORITY Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of AUTHORITY and the general public are adequately protected.
- b. **MAINTENANCE OF INSURANCE COVERAGE:** The CONSULTANT shall maintain all insurance coverages and limits in place at all times and provide the AUTHORITY with evidence of each policy's renewal ten (10) days in advance of its anniversary date. CONSULTANT is required by this Agreement to immediately notify AUTHORITY if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONSULTANT shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

8. **Commercial General Liability and/or Commercial Automobile Liability:**

- a. **ADDITIONAL INSURED STATUS:** AUTHORITY, County of Sacramento, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no endorsed limitations on the scope of protection afforded to AUTHORITY, County of Sacramento, its officers, directors, officials, employees, or volunteers.
- b. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity

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coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

- c. **PRIMARY INSURANCE:** For any claims related to this agreement, CONSULTANT'S insurance coverage shall be endorsed to be primary insurance as respects AUTHORITY, County of Sacramento, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by AUTHORITY, County of Sacramento, its officers, directors, officials, employees, or volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it.
 - d. **SEVERABILITY OF INTEREST:** CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. **SUBCONTRACTORS:** CONSULTANT shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONSULTANT'S subcontractor.
- 9. Professional Liability:**
PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.
- 10. Workers' Compensation:**
WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against AUTHORITY, County of Sacramento, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONSULTANT.
- 11. Notification of Claim**
If any claim for damages is filed with CONSULTANT or if any lawsuit is instituted against CONSULTANT, that arise out of or are in any way connected with CONSULTANT'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect AUTHORITY, CONSULTANT shall give prompt and timely notice thereof to AUTHORITY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

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EXHIBIT C to Agreement
between _____ and _____

COMPENSATION

1. MAXIMUM PAYMENT TO CONSULTANT

The Maximum Total Payment Amount under this Agreement is: \$ _____

Compensation Summary	
TBD	
Total	

2. COMPENSATION COMPONENTS TO BE DETERMINED UPON AWARD

3. ITEMIZED TASKS AND SUBTASKS

If CONSULTANT'S Proposal contains a schedule of tasks or subtasks with identified levels of effort such as estimated hours and/or estimated costs, or identifiable work products, milestones, or other events, then compensation for these individual tasks or activities shall not exceed the identified estimate or other limiting factors without the written approval of AUTHORITY'S Project Manager. CONSULTANT shall promptly notify AUTHORITY'S Project Manager in writing of any tasks, subtasks, work products, or milestones that need to be reevaluated and indicate the reason and/or justification for such reevaluation. AUTHORITY'S Project Manager is authorized to negotiate adjustments of individual tasks so long as the work is within the general scope of the project and the total compensation does not exceed the Maximum Total Payment Amount under this Agreement listed above.

4. WORK NOT IN SCOPE OF SERVICES

CONSULTANT shall immediately notify the AUTHORITY'S Project Manager in writing of any work that the AUTHORITY requests to be performed that CONSULTANT believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the Director approves such request in writing and authorizes the use of any contingency funds for such work, or an amendment providing for an adjustment in CONSULTANT'S compensation is approved and executed by both parties.

5. NOTIFICATION OF 75% EXPENDITURE OF COMPENSATION

CONSULTANT shall notify AUTHORITY'S Project Manager in writing upon expenditure of seventy-five percent (75%) of the authorized Agreement amount. Such notice shall identify the percentage of funds expended, the

ATTACHMENT C: SAMPLE SCGA CONSULTANT AGREEMENT

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percentage of work completed, an explanation of any variation between these two (2) percentages, and an assessment of the cost of the remaining work to be performed.

6. **SUBMISSION OF INVOICES**

CONSULTANT shall address and submit all invoices associated with this Agreement by U.S. mail or personal delivery to the following address:

Address

ATTN: Project Manager

CONSULTANT shall include the following information on all invoices:

1. Contract Number
2. Project Name
3. Date of Invoice Submission
4. Time Period Invoice Covers
5. Services Provided and Respective Compensation Requested
6. Any other information deemed necessary by CONSULTANT and/or AUTHORITY.

AUTHORITY may change the address to which subsequent invoices shall be sent by giving written notice designating a change of address to CONSULTANT, which shall be effective upon receipt.

7. **PAYMENTS**

In accordance with the Compensation and Payment of Invoices Limitations provision of this Agreement, AUTHORITY shall address and submit payments to CONSULTANT at the following address:

CONSULTANT'S Name

Address

CONSULTANT may change the address to which subsequent payments shall be sent by giving written notice designating a change of address to AUTHORITY, which shall be effective upon receipt.

ATTACHMENT D DRAFT WORK PLAN

Project Title: South American Subbasin Groundwater Sustainability Plan Development

Project Description: Prepare a Groundwater Sustainability Plan for the South American Subbasin (Subbasin).

Component 1: Groundwater Sustainability Plan (GSP) Development

Implementing Agency: Sacramento Central Groundwater Authority

Category(a): Project Administration

Task (1): Project Administration

Provide project management services to oversee a team of expert scientists, facilitators, and engineering/hydrogeologic consultants and their support staff to complete the development of a GSP in the timeframe required by SGMA. All documentation of expenditures, invoicing, and deliverables will be in accordance with the Grant Administration requirements described in **Attachment A**.

The Project Manager, or approved substitute, will work closely with Subbasin GSA staff in all aspects of the project and will attend all public meetings related to GSP development, review, and adoption. The Project Manager will need to be prepared to answer questions on the project status and use of DWR grant and local match dollars. QA/QC requirements will be established at project beginning to ensure coordination, communication, and review procedures are documented and understood by the larger team.

Deliverables:

- Monthly invoices with all required backup documentation
- QA/QC Requirements and Procedures

Category(b): Stakeholder Communication and Engagement

Task (1): Stakeholder Communication and Engagement

Provide professional facilitation services and support as necessary for GSP development and adoption meetings. Communicate, outreach, and engage with interested parties and beneficial users of groundwater within the Subbasin. Conduct coordination meetings between Subbasin GSAs and representatives of neighboring subbasins as necessary during the plan development and adoption process.

Deliverables:

- Communication and Engagement (Public Outreach) Plan
- Meeting summaries included as attachments in the quarterly Progress Report

Category(c): Subbasin Setting

Task (1): Subbasin Description

All maps and descriptions of the subbasin included in the GMP will be updated to reflect GSP Regulations (§ 354.8(a) through (g)) by providing maps showing the Subbasin, overlying jurisdictional boundaries, GSAs, general plans, and adjacent subbasins. Land and water use maps will be updated to reflect current water use sectors and water source types for differing hydrologic conditions under conjunctive use operations. A well

density map will be included, using state-supplied resources, showing wells per square mile, including “agricultural, industrial, and domestic wells” and "de minimis extractors."

Included with the maps will be plain language descriptions of land use and applicable general plans (§354.8(f)(1) through (5)). Descriptions provided in the 2006 SCGA GMP will be updated to the extent data is made available by local land use agencies.

Task (2): Hydrogeologic Conceptual Model

The Hydrogeologic Conceptual Model (HCM) developed by SCGA in their development of the GMP will serve as the basis for developing an updated HCM. The Alternative’s referenced resource documents include additional elements of GSP Regulation requirements (§354.14(a) through (d)) which, collectively, include years of monitoring and scientific studies of the groundwater aquifer system completed by member agencies (i.e., Sacramento County Water Agency (SCWA)) and State DWR. State DWR Bulletin 118-3 (1974) was completed in cooperation with SCWA for Sacramento County.

Task (3): Current Groundwater Conditions

Collect and compile all available groundwater elevation and water quality data since 2005 to assemble a determination of groundwater conditions over the period from 2005 to 2015. This 10-year period will serve as the baseline for Subbasin conjunctive use operations going forward with SGMA implementation. As such, the depiction of current groundwater conditions will include absolute average values for the baseline period and an evaluation of changed conditions in groundwater elevation and water quality from January 1, 2015 to January 1, 2020 in order to focus on subbasin and regional aquifer behavior and recovery after an extended drought period. Results will provide spatial and temporal trends in data and the volumes of groundwater currently identified as being in storage. The data will be presented in the form of hydrographs, bar charts, and contour maps of groundwater elevations and changes in elevations to indicate where groundwater storage gains and losses occurred.

Task (4): Data Management System

GSP Regulations (23-CCR §352.6) require that each agency develop and maintain a data management system that is capable of storing and reporting information relevant to the development or implementation of the Plan and monitoring of the basin.

Management of water resources for planning, regulatory compliance, environmental monitoring, and collaborative sharing of information requires water managers to collect, assess, and manage a vast amount of information. Proper management of information facilitates sound decision making, saving both time and money.

SCGA has an existing Data Management System (identified as HydroDMS, developed with state grant dollars) that functions as a data storage, analysis, visualization, and reporting tool for hydrogeologic information within the Subbasin area and peripheral region. The HydroDMS currently stores and displays information from previous, ongoing, and future groundwater studies and monitoring programs.

Regional or localized information can currently be visualized using the interactive interface, accessible via the internet. This task is intentionally limited to a needs assessment to determine if the existing HydroDMS requires updating or additional features are needed to meet compliance with the GSP Regulations or to better inform the GSP development process.

The needs assessment will:

- Identify key questions that should be addressed as part of the GSP development process;
- Decide if additional or updated key data components/modules need to be included in the HydroDMS now or in the future;
- Determine if the type of database currently used to store GSP-related data is compatible with potential future SGMA related activities and state database utilities;
- Determine if the level of user access for various project entities is appropriate; and
- Assess software, hosting, maintenance and deployment requirements.

Task (5): Numerical Groundwater-Surface Water Model Update

The purpose of this Task is to assess, and, if needed, develop and make use of a refined and enhanced integrated groundwater-surface water model, including refinements on the finite element grid network and other appropriate data files. The new refined and enhanced model will be on the DWR's IWF2015 platform, which is publicly available and supported by DWR. The model for the Subbasin will be developed in a manner that maintains continuity with adjacent subbasins to the north, south and west. As such, appropriate coordination will be made to ensure the model is developed to adequately reflect subbasin boundaries.

[Note: the above is intended to be consistent with the level of effort contemplated with the Prop 1 Grant Agreement Work Plan which allows for a much reduced level of effort (simply use C2VSim) until Prop 68 monies are awarded. If additional modeling is required and funding approved under Prop 68, this scope may be amended or a separate standalone scope may be written]

Task (6): Water Budget

An initial water budget analysis will be performed per GSP Regulations (§354.14). Updated numerical groundwater modeling results will be used as the initial basis for the required water budget elements. Technical supporting documents will include sufficient resolution to determine losses and gains to the subbasin by pumping and recharge sources and subsurface inflow/outflows along each boundary feature (e.g., river, mountain front, water body, jurisdictional boundary, etc.). Any data gaps or recommended improvements to the water budget should also be noted for subsequent GSP updates and model improvements.

Deliverables

- Draft and Final Technical Memorandum (TM) including:
 - Subbasin Description
 - Mapping
 - Descriptions
 - Existing and projected land and water use
 - Data Management System Needs Assessment
 - Hydrogeologic Conceptual Model
 - Updated Groundwater-Surface Water Model
 - Model Report
 - Water Budget
- Technical presentations of draft and final TMs

Category(d): Sustainability Management Criteria

The Subbasin GSAs currently operates the Subbasin with a set of management criteria for each of the SGMA Undesirable Results (URs) and is seeking to evaluate the adequacy of these criteria based on current groundwater conditions. Any proposed change in criteria will require: 1) substantive technical evidence as to the basis for the change, 2) a detailed alternatives analysis with costs and timeframes to meet or exceed proposed management goals, and 3) agreements from participating local, state, and federal agencies to agree to specific actions and to respond in a timely manner to changing outcomes, if needed.

Much of the technical effort completed under this task will be done as part of the modeling effort and through a series of public meetings. An iterative support process will be required to solicit and respond to feedback regarding the merits and adequacy of recommended changes to the current management criteria. Any approved changes will be reflected in the development of the draft GSP.

Task (1): Sustainability Management Criteria

Existing Subbasin GSA management criteria includes the Water Forum's long-term average sustainable yield, an outcome of a prolonged negotiation of the sustainable goal of the subbasin's performance in coordinated operation with the Lower American River and surrounding subbasins. Based on this sustainable yield, the SCGA 2006 GMP includes minimum thresholds and an operating range as well as measurable objectives (or quantifiable goals) to evaluate the subbasin's performance annually. The purpose of this task will be to revisit these values and determine their adequacy for purposes of developing a GSP. Since these values were negotiated by the Water Forum regional stakeholders, this process will require vetting of management criteria with affected stakeholders.

Task (2): Land Use Plans and Agreements Affected by GSP Development

An institutional and policy review of stakeholder agreements and land use plans affected by recommended changes in the management criteria. The purpose of this effort is to create transparency in the decision-making process by documenting why certain criteria will, or will not, be adopted because of conflicting stakeholder programs/agreements or land use policies taking place in the Subbasin. Policy, legal, and institutional challenges will be documented with the product of this effort later used for actions to be taken after the initial GSP effort.

Deliverables

- Draft and Final Technical Memorandum (TM) including:
- Recommended changes to Sustainability Management Criteria
- Sustainability Goal
- Undesirable Results
- Minimum Thresholds
- Measurable Objectives
- Assessment of Existing Agreements Affected by GSP Development

Category(e): Management Actions

SCGA has reported that past, current, and planned actions within the existing 2006 SCGA GMP continue to maintain groundwater extractions under the Water Forum's sustainable yield threshold and is within the management goals set forth by the Water Forum. The Subbasin GSAs

recognizes changes taking place in the subbasin due to regulatory actions and SGMA's statutory limits in affecting change in areas under existing regulatory programs, as well as activities not within the control of a groundwater management entity, such as dry hydrologic conditions and over-pumping within adjacent subbasins. The GMP recognizes the need to coordinate with these stakeholders in a manner that minimizes groundwater from leaving the subbasin.

SCGA's existing projects and management actions are identified in its GMP. Future projects and actions will be included in a technical reporting of existing and planned projects and actions, describing current conjunctive operations, availability of surface water and recycled water, and a determination of the adequacy of these projects to meet projected water demands to 2045.

Task (1): Additional Management Actions

If additional projects and programs are needed above and beyond existing investments and planned actions in the Subbasin, an evaluation of additional and/or expansions of existing local agency projects and programs will be analyzed to assess and rank project categories based on benefit, cost, timeliness, and institutional challenges (i.e., project permitting, CEQA/NEPA requirements, etc.).

Task (2): Project Actions in Cooperation with Groundwater Clean-up Agencies

The Subbasin GSAs seek to identify projects and actions that are already taking place or can be taken in cooperation with groundwater remediation agencies to keep extracted groundwater in the Subbasin. Projects (both existing and future) to divert and use discharged remediated groundwater to the American River are the best example of the types of projects, agreements, and actions used to acknowledge that there is a higher public health benefit to continue with clean-up activities and associated groundwater extractions from the subbasin.

A technical study will be developed to create alternative/optimized uses for remediated groundwater including project and water costs and feasibility level analysis of regulatory and permitting challenges for each. This study will be used for discussion purposes during GSP development to prioritize specific actions with affected agencies post-GSP adoption.

Task (3): Regional/Interbasin Coordination (Optional)

The Subbasin lies within the larger Sacramento Valley groundwater basin and has a high degree of hydraulic communication with adjacent subbasins to the north and south. Management actions in the Subbasin will both influence and benefit neighboring subbasins and other hydraulically connected portions of the greater basin.

A legal & policy report is required to address the methods of coordination with adjacent subbasins including the need for coordination agreements, a reasonable way to address boundary issues, and a means to allocate costs using fair share principles. Sustainable management of the Subbasin will rely on actions taken along losing boundaries, offering the best opportunity to work collaboratively with neighboring subbasins to improve regional groundwater conditions.

Deliverables:

- Draft and Final Technical Memorandum (TM) including:
- Management Actions and Projects by Subbasin GSAs and Member Agencies

- Potential Project Actions by Groundwater Clean-up Agencies and Responsible Parties
- Legal and Policy Review of Regional/Interbasin Coordination

Category(f): Monitoring Improvements

The Subbasin GSAs' monitoring program is currently adequate to assess its measurable objectives and develop a status summary of meeting the management goals of the Subbasin. Groundwater level monitoring protocols and reporting are currently CASGEM compliant and may be adapted and expanded to meet the minimum requirements set forth by State DWR in the GSP Regulations' Best Management Practices. The Subbasin GSAs further recognize the significant level of effort and resources required for an effective monitoring and reporting program applicable to a basin experiencing undesirable results with significant or unreasonable impacts. The Subbasin GSAs are not in this category.

Task (1): Monitoring Network Assessment

Subbasin GSAs are not limited by the existing GMP from considering future modifications of their current practices as regulations, technology, and public interest in groundwater and surface water monitoring (quality and quantity) and data presentation increase over time. The GSP Regulation requirements will be evaluated for purposes of the GSP Development and for consideration in the Subbasin's CASGEM compliance standards recommended by State DWR.

Deliverables:

- Draft and Final Technical Memorandum (TM) including
 - Proposed monitoring network and reporting improvements

Category(g): Cost and Rates

The Subbasin GSAs' current revenue generation methodology (i.e., based on SCGA contribution methodology) was established in 2006 with specific tenets to ensure all groundwater pumpers continue to participate in the long-term management of the Subbasin. Introduction of new GSP management criteria, management actions, and increased monitoring all result in higher operations costs and will have a significant impact to member contributions and raise questions of fairness and equity.

Task (1): GSP Rate Study

Estimated costs for GSP implementation will be evaluated to ascertain needed changes, if any, in the existing rate methodology, and to have a public discussion on cost allocations with other participating GSAs/agencies prior to the Subbasin's respective Boards adopting the GSP. A rate study is currently being developed by SCGA to address on-going concerns of increasing costs due to SGMA implementation. GSP implementation costs are expected to be one of several elements of SGMA that increase annual expenditures.

The outcome of this task will be follow-up actions post-GSP adoption along with a finance model and needed billing infrastructure/agreements that is approved by the participating Subbasin GSAs.

Deliverables:

- Draft and Final Technical Memorandum (TM) including:
- Rate Study for GSP Implementation
- Finance model

Category(h): Develop Draft and Final GSP

SCGA and Subbasin GSAs will be providing oversight throughout the GSP development process to ensure support and clear direction in addressing each of the GSP Regulations. The written GSP will be a collaborative effort between the lead consultant and SCGA/GSA staff, to reflect what decisions were made and to provide the highest level of QA/QC in documenting technical data. Final TMs from all technical tasks will be included as attachments to the GSP for future reference. Comments by State DWR (§355.2) as part of the department's review of the adopted GSP will be addressed by SCGA and the GSP consultants.

Task (1): GSP Preparation and Process Documentation

The purpose of this task is to complete the Administrative portions of the GSP and distill action summaries and technical presentations into a layperson's GSP document, with Executive Summary, for purposes of public review and final Board adoption at least 90 days prior to January 31, 2022.

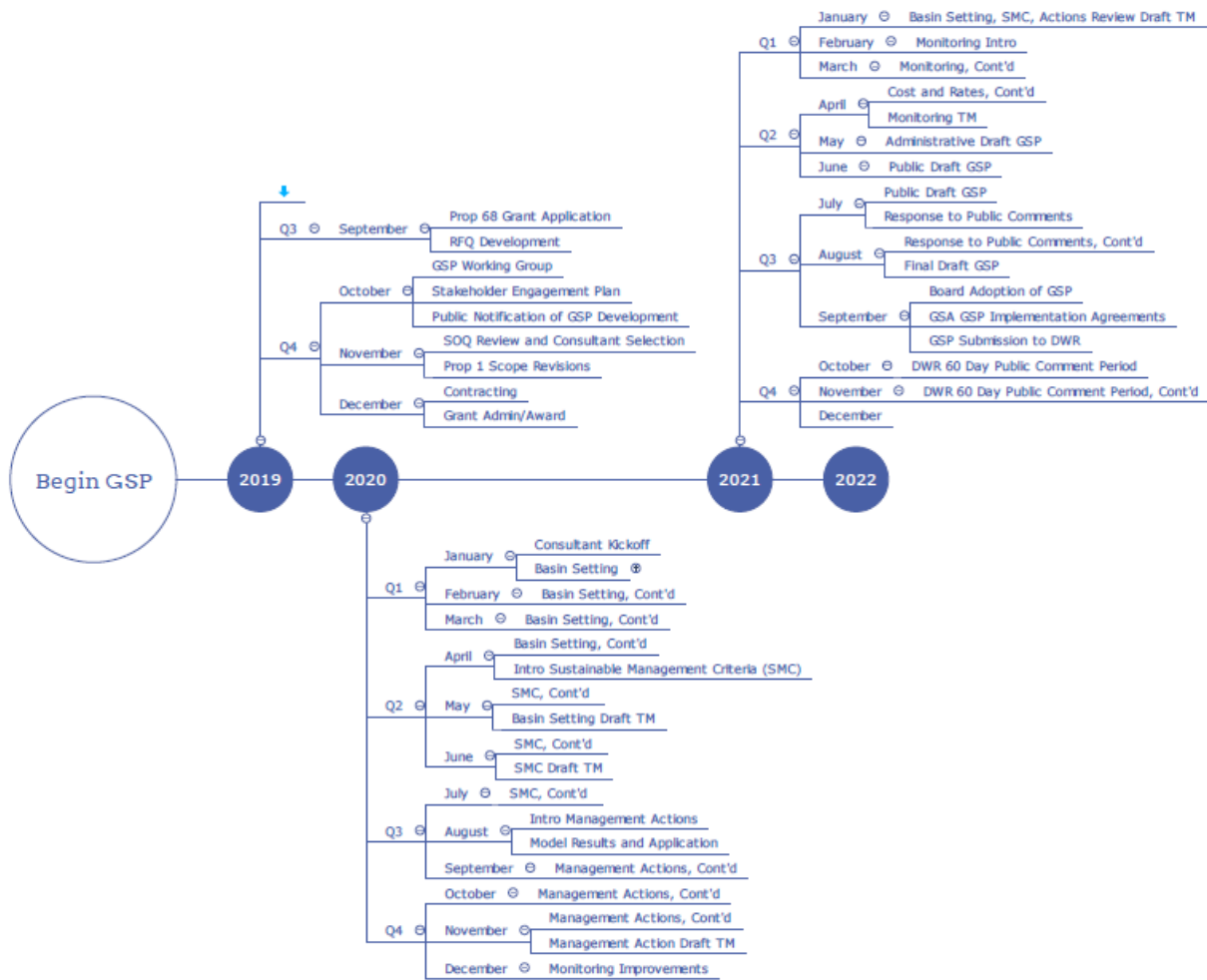
Deliverables:

- Provide Administrative Draft, Public Draft, and Final GSP documents
- Administrative Draft GSP
- CEQA Notice of Exemption
- Public Draft GSP
- Response to Public Comments
- Final GSP
- Proof of Final GSP submittal to DWR

ATTACHMENT E

DRAFT SCHEDULE OF GSP MILESTONES

Note: Schedule is Subject to Change



RFQ Consultant Contact List

Firm	Website	Contact	Contact Email
GEI Consultants, Inc.	https://www.geiconsultants.com/locations/	John Woodling	jwoodling@geiconsultants.com
Luhdorff and Scalmanini	https://lsce.com/contact/	Vicki Kretsinger-grabert	vkretsinger@lsce.com
Provost & Pritchard Consulting	https://provostandpritchard.com/	Sheila Gonzalez	sgonzales@ppeng.com
Woodard & Curran	https://www.woodardcurran.com/about	Ali Taghavi	ataghavi@woodardcurran.com
Davids Engineering	https://davidsengineering.com/	Byron Clark	byron@davidsengineering.com
HDR, Inc.	https://www.hdrinc.com/locations/US/California/Sacramento	Jafar Faghieh	Jafar.Faghieh@hdrinc.com
Carollo	https://www.carollo.com/contact	Scott Parker	sparker@carollo.com
Larry Walker & Associates	https://lwa.com/	Laura Foglia	lauraf@lwa.com
Stantec	https://www.stantec.com/en/offices/united-states-locations/california-offices-filtered/sacramento-c-st-california-office	Janet Atkinson	janet.atkinson@stantec.com
Jacobs	https://www.jacobs.com/locations/united-states	Elizabeth Bridges	elizabeth.bridges@jacobs.com
Montgomery & Associates	https://elmontgomery.com/contact-us/	John Laney	ilaney@elmontgomery.com
Robertson Bryan	https://robertson-bryan.com/	Tracy Silva	tracy@robertson-bryan.com
HydroScience	http://www.hydroscience.com/locations-full	Bill Slenter	bslenter@hydroscience.com
Kleinfelder	https://www.kleinfelder.com/index.cfm/contact-us/west-us/sacramento/	Mike Vandenen	mvandenenden@kleinfelder.com
West Yost	https://www.westyost.com/contact-us	Marketing	rfp@westyost.com
Kennedy-Jenks	https://www.kennedyjenks.com/office-locations/sacramento-ca/	Tim Williams	timwilliams@kennedyjenks.com
MBK Engineers	https://www.mbkengineers.com/office/	Benicha Dixon	dixon@mbk.com
GeoScience	https://gssiwater.com/	Sean Stewart	sstewart@geoscience-water.com
Wallace Group	https://www.wallacegroup.us/contact/	Marketing	jlwacorp@wallacegroup.us