

## CONSULTANT AGREEMENT

This agreement is dated April 17, 2018, and is between LUHDORFF AND SCALMANINI, CONSULTING ENGINEERS, INC., a California corporation ("**Consultant**"), and the COUNTY OF FRESNO, a political subdivision of the State of California ("**County**").

The Sustainable Groundwater Management Act ("SGMA") provides for the establishment of local groundwater sustainability agencies to manage groundwater sustainability within groundwater subbasins defined by the California Department of Water Resources. Each groundwater sustainability agency ("GSA") is required to develop and implement, no later than January 31, 2020, a groundwater sustainability plan ("GSP") to ensure a sustainable yield of groundwater, without causing undesirable results. Failure to comply with that requirement could result in the State Water Resources Control Board asserting its power to manage local groundwater resources.

The County is the GSA for two areas designated as "Management Area A" and "Management Area B" in the Delta-Mendota groundwater subbasin. In furtherance of its efforts to comply with the requirement to develop and implement a GSP, the County wishes to obtain the services of a consultant with knowledge, experience, and expertise relevant to that task.

The Consultant represents that it possesses the requisite knowledge, experience, and expertise, and that it is ready, willing, and able to provide the services desired by the County, subject to the terms and conditions of this agreement.

The parties therefore agree as follows:

### Article 1

#### Consultant's Obligations

1.1 **Scope of Services.** The Consultant shall provide to the County the services described in the scope of work attached as Exhibit A to this agreement ("Project").

1.2 **Additional Services.** The Consultant may provide additional services as the County and the Consultant mutually agree in writing.

1.3 **Key Persons.** The Consultant shall provide all services under this agreement through the key persons listed below. The Consultant shall not replace any key persons without prior written consent from the County's Director of Public Works and Planning, or his or her designee, and he or she shall not withhold that consent unreasonably. If any key person is replaced, the replacement person shall have at least the same level of expertise as the person being replaced.

(A) Will Halligan, Principal Hydrogeologist, Project Manager

(B) Debbie Cannon, Senior Hydrogeologist, Technical Support

1.4 **Compliance with Laws.** The Consultant shall, at its own cost, comply with all applicable federal, state, and local laws in performance of its services under this agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

## Article 2

## Compensation, Invoices and Payments

2.1 The County agrees to pay, and the Consultant agrees to receive, compensation as described in Exhibit B to this agreement. The Consultant is only entitled to compensation for work performed after the Effective Date, as that term is defined in section 3.1.

2.2 **Invoices.** The Consultant shall submit monthly invoices to the County by email to PWPBusinessOffice@co.fresno.ca.us. All invoices shall reflect accurately the tasks performed by the Consultant under this agreement, and shall include sufficient detail as may be required by the County's Auditor-Controller/Treasurer-Tax Collector ("Auditor"), including but not limited to:

(A) The specific nature of each task performed as services under this agreement;

(B) The name of the person performing each task and their position;

(C) The number of hours worked by each person for each task, in increments of one-tenth of an hour:

1 (D) The hourly rate for each person performing each task;

2 (E) A summary showing the sum total hours worked by each person and the product  
3 of that total multiplied by each person's hourly rate; and

4 (F) The County's identification number for this agreement, and the project title.

5 2.3 **Review.** Within 10 days after receiving a proper invoice as described in section 2.2,  
6 the County's Department of Public Works and Planning ("Department") shall review the invoice  
7 and either (a) submit it to the Auditor for payment, or (b) if the Department determines that the  
8 invoice is unsatisfactory or inaccurate, return it to the Consultant for correction and resubmittal.  
9 For purposes of this section, an invoice is received when transmission by email to the address  
10 provided in section 2.2 is completed, except if such transmission is completed outside of County  
11 business hours, in which case the invoice is deemed received at the next beginning of a County  
12 business day.

13 2.4 **Payment.** The County shall pay each timely-submitted invoice within 60 days after  
14 the Department submits it to the Auditor for payment.

15 2.5 **Incidental Expenses.** The Consultant is solely responsible for all expenses that are  
16 incidental to its performance under this agreement.

### 17 **Article 3**

#### 18 **Term and Termination**

19 3.1 **Term.** This agreement is effective when signed by both parties ("Effective Date") and  
20 terminates when (a) the Department of Water Resources ("DWR") has issued its assessment of  
21 the GSP under section 10733.4 of the Water Code, and (b) the County and the Consultant have  
22 addressed deficiencies in the GSP, if any, that are identified by DWR under section 10733.4 of  
23 the Water Code.

24 3.2 **Termination for Non-Allocation of Funds.** Both parties' obligations under this  
25 agreement are contingent on the approval of funds by the appropriating government agency or  
26 agencies. If sufficient funds are not allocated, then the County, upon 30 days advance written

notice to the Consultant, may:

(A) Modify either or both of the parties' obligations under this agreement; or

(B) Terminate this agreement.

**3.3 Termination for Breach; Reinstatement.**

(A) Upon determining that a breach (as defined below) has occurred, the Director of Public Works and Planning or his or her designee may give written notice of the breach to the Consultant. The written notice may suspend performance under this agreement, and shall provide a reasonable time for the Consultant to cure the breach.

(B) If the Consultant fails to cure the breach within the reasonable time stated in the written notice, the County may terminate this agreement.

(C) For purposes of this section, a breach occurs when the Consultant has:

(1) Used funds illegally or improperly;

(2) Failed to comply with any part of this agreement;

(3) Submitted a substantially incorrect or incomplete report to the County; or

(4) Performed improperly as determined by the County.

**3.4 Termination without Cause.** In circumstances other than those set forth above, the County may terminate this agreement by giving 30 days advance written notice to the Consultant.

**3.5 County's Rights upon Termination.** Upon termination under this article, the County may demand repayment by the Consultant of any monies disbursed to the Consultant under this agreement that, in the County's sole judgment, were not expended in compliance with this agreement. The Consultant shall promptly refund all such monies upon demand. The parties' rights and obligations under this section survive the termination of this agreement.

## **Article 4**

### **Independent Contractor**

**4.1 Status.** In performing under this agreement, the Consultant, including its officers,

agents, and employees, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County.

4.2 **Supervision.** The County has no right to control, supervise, or direct the manner or method of the Consultant's performance under this agreement, but the County may verify that the Consultant is performing according to the terms and conditions of this agreement.

4.3 **Benefits.** Because of its status as an independent contractor, the Consultant has no right to employment rights or benefits. The Consultant is solely responsible for providing to its own employees all employee benefits required by law. The Consultant shall save the County harmless from all matters relating to the payment of the Consultant's employees, including compliance with Social Security withholding and all related regulations.

## **Article 5**

### **Notices**

5.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this agreement include the following:

#### **For the County:**

Water and Natural Resources Manager  
Department of Public Works and Planning  
Water and Natural Resources Division  
COUNTY OF FRESNO  
2220 Tulare Street, Suite 800  
Fresno, CA 93721  
Telephone: (559) 600-9672

#### **For the Consultant:**

Will Halligan, Principal Hydrogeologist  
LUHDORFF AND SCALMANINI, CONSULTING ENGINEERS, INC.  
500 1<sup>st</sup> Street  
Woodland, California 95695  
Telephone: (559) 661-0109

5.2 **Method of Delivery.** All notices between the County and the Consultant provided for or permitted under this agreement must be in writing and delivered either by personal service,

1 by first-class United States mail, by an overnight commercial courier service, or by telephonic  
2 facsimile transmission.

3 (A) A notice delivered by personal service is effective upon service to the recipient.

4 (B) A notice delivered by first-class United States mail is effective three County  
5 business days after deposit in the United States mail, postage prepaid, addressed to the  
6 recipient

7 (C) A notice delivered by an overnight commercial courier service is effective on  
8 County business day after deposit with the overnight commercial courier service,  
9 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to  
10 the recipient.

11 (D) A notice delivered by telephonic facsimile is effective when transmission to the  
12 recipient is completed (but, if such transmission is completed outside of County business  
13 hours, then such delivery shall be deemed to be effective at the next beginning of a  
14 County business day), provided that the sender maintains a machine record of the  
15 completed transmission.

16 5.3 **Claims Presentation.** For all claims arising from or related to this agreement,  
17 nothing in this agreement establishes, waives, or modifies any claims presentation requirements  
18 or procedures provided by law, including but not limited to the Government Claims Act (Division  
19 3.6 of Title 1 of the Government Code, beginning with section 810).

## 20 **Article 6**

### 21 **Ownership of Data; Inspections and Audits; Public Records**

22 6.1 Ownership of Data.

23 (A) Except as otherwise provided in this section 6.1, all reports, studies, data,  
24 documents, including preliminary documents, calculations, and survey data created by  
25 the Consultant in providing services under this agreement shall be submitted to, and  
26 remain at all times the property of, the County.

1 (B) The Consultant acknowledges that the County retains full ownership rights of the  
2 work product created by the Consultant for the services provided under this agreement,  
3 to the fullest extent permitted by law. In this regard, the parties acknowledge and agree  
4 that:

5 (1) The Consultant's services are on behalf of the County and are "work made  
6 for hire," as that term is defined in copyright law, by the County;

7 (2) The work product to be prepared by the Consultant is for the sole and  
8 exclusive use of the County;

9 (3) The County shall be the sole owner of all patents, copyrights, trademarks,  
10 trade secrets and other rights, and contractual interests in connection with those  
11 rights that are developed and compensated under this agreement;

12 (4) All the rights, title, and interest in and to the work product produced under this  
13 agreement will be transferred to the County by the Consultant to the extent the  
14 Consultant has an interest in and authority to convey such rights; and

15 (5) The Consultant shall assist the County to obtain and enforce patents,  
16 copyrights, trademarks, trade secrets, and other rights and contractual interests  
17 relating to the Consultant's work product, free and clear of any claim by the  
18 Consultant or anyone claiming any right through the Consultant.

19 (C) The Consultant further acknowledges and agrees that the County's ownership  
20 rights in the Consultant's work product apply regardless of whether such work product,  
21 or any copies of it, are in possession of the County of the Consultant.

22 (D) "Work product" means all reports and study findings made by the Consultant,  
23 either alone or jointly with others, to develop the GSP, that result from the tasks  
24 assigned to the Consultant by the County under this agreement.

25 (E) The County acknowledges that the Consultant has been in business since 1980  
26 and has developed data, processes, reports, studies, calculations, and other documents,

1 models, software and other work product and intangible rights either on its own, or as  
2 “work for hire” that the Consultant considers trade secret, proprietary and confidential  
3 that are too numerous to list and either owned by the Consultant, or third parties.

4 Nothing in this agreement shall be interpreted or construed to address or modify the  
5 ownership, control or public right of access to such existing or future work product and  
6 intangibles of the Consultant.

7 **6.2 Inspection of Documents.** The Consultant shall make available to the County, and  
8 the County may examine at any time during business hours and as often as the County deems  
9 necessary, all of the Consultant’s records and data with respect to the matters covered by this  
10 agreement. The Consultant shall, upon request by the County, permit the County to audit and  
11 inspect all of such records and data to ensure the Consultant’s compliance with the terms of this  
12 agreement.

13 **6.3 State Audit Requirements.** If the compensation to be paid by the County under this  
14 agreement exceeds \$10,000, the Consultant is subject to the examination and audit of the  
15 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
16 years after final payment under this agreement. The obligations under this section survive the  
17 termination of this agreement.

18 **6.4 Public Records Act Requests.** If the County receives a request under the California  
19 Public Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning  
20 with section 6250) (“CPRA”) or a similar law to disclose any document that is in the Consultant’s  
21 possession but which the County owns, or may review, request, or obtain from the Consultant  
22 under any or all of sections 6.1, 6.2, and 6.3 of this agreement, then the County will promptly  
23 notify the Consultant and request the responsive documents that may be in the possession of  
24 the Consultant. The notification shall be in writing, which may include but is not limited to email  
25 addressed to the appropriate key person or persons. Upon receiving that notification, the  
26 Consultant has five business days in which to provide responsive documents, use the



1 procedure provided in section 6.5 of this agreement, or both. The Consultant shall promptly  
2 inform the County if the Consultant believes that five business days are not sufficient time in  
3 which to respond. The Consultant shall indemnify the County for any award of costs or  
4 attorney's fees under the CPRA that results from the Consultant's use of the procedure provided  
5 in section 6.5 of this agreement.

6       **6.5 Withholding and Redacting.** If the County for any reason requests any records,  
7 data, or documents from the Consultant and the Consultant believes that the responsive  
8 documents contain trade secrets, proprietary information, or other information that is subject to  
9 legal privilege or separate legally-enforceable obligation of the Consultant to withhold, then the  
10 Consultant may do the following:

11               (A) The Consultant may redact the records or data before providing them, if that is  
12 practicable, or withhold the records or data if redaction is not practicable.

13               (B) If the Consultant redacts or withholds any documents, it shall provide a privilege  
14 log generally describing without disclosing what has been redacted or withheld and  
15 identifying the legal privilege or legally-enforceable obligation that is the reason for the  
16 redaction or withholding.

17               (C) If the County requests documents because of a CPRA request and the  
18 Consultant redacts or withholds any documents, the Consultant shall also identify the  
19 specific provision of the CPRA (by citation to the California Government Code) which the  
20 Consultant believes would authorize the County to redact or withhold the documents  
21 requested.

## 22                               **Article 7**

### 23                               **Indemnity**

24       **7.1 Indemnifiable Losses.** For purposes of this article, "losses" includes all claims,  
25 causes of action, demands, liabilities, damages, costs, expenses (including attorney fees and  
26 costs), and losses of any kind to the County, the Consultant, or to any other person or entity.

1       7.2     **Indemnity.** The Consultant shall indemnify the County (including its officers, agents,  
2 and employees) against any losses that arise from or relate to the performance or failure to  
3 perform by the Consultant (or any of its officers, agents, or employees) under this agreement,  
4 without regard to any negligence of the County.

5       7.3     **Defense.** If requested by the County, the Consultant shall defend actions or  
6 proceedings brought against the County (including its officers, agents, and employees) for any  
7 indemnifiable losses to the fullest extent permitted by law. The County may conduct or  
8 participate in its own defense, at its own cost, without affecting the Consultant's obligation to  
9 indemnify the County.

10      7.4     **Survival.** The parties' obligations under this article survive the termination of this  
11 agreement.

## 12                                   **Article 8**

### 13                                   **Insurance**

14      8.1     **Policy and Coverage Requirements.** Without limiting the County's right to obtain  
15 indemnification from the Consultant or any third parties, the Consultant, at its sole expense,  
16 shall maintain in full force and effect, the following insurance policies or a program of self-  
17 insurance, which may include an insurance pooling arrangement or a joint powers agreement,  
18 throughout the term of this agreement.

19           (A) **Commercial General Liability.** The Consultant shall maintain a commercial  
20 general liability policy with limits of not less than One Million Dollars (\$1,000,000) per  
21 occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy  
22 must be issued on a per occurrence basis. The County may require specific coverages  
23 including completed operations, products liability, contractual liability, explosion-  
24 collapse-underground, fire legal liability, or another liability insurance deemed necessary  
25 because of the nature of this contract.

26           (B) **Automobile Liability.** The Consultant shall maintain a comprehensive

1 automobile liability policy with limits for bodily injury of not less than Two Hundred Fifty  
2 Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars (\$500,000)  
3 per accident, and for property damages of not less than Fifty Thousand Dollars  
4 (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand  
5 Dollars (\$500,000). Coverage must include owned and non-owned vehicles used in  
6 connection with this agreement.

7 (C) **Professional Liability.** The Consultant shall maintain a professional liability  
8 insurance policy with limits of not less than One Million Dollars (\$1,000,000) per claim,  
9 Two Million Dollars (\$2,000,000) annual aggregate.

10 (D) **Workers Compensation.** The Consultant shall maintain a workers  
11 compensation insurance policy as may be required by the California Labor Code.

12 8.2 **Endorsements.** The Consultant shall obtain endorsements to the commercial  
13 general liability insurance naming the County of Fresno, its officers, agents, and employees,  
14 individually and collectively, as additional insured, but only insofar as the operations under this  
15 agreement are concerned.

16 (A) Such coverage for additional insured shall apply as primary insurance and any  
17 other insurance, or self-insurance, maintained by the County, its officers, agents, and  
18 employees shall be excess only and not contributing with insurance provided under the  
19 Consultant's policies required by this agreement.

20 (B) This insurance shall not be cancelled or changed without a minimum of 30 days  
21 advance written notice to the County.

22 (C) Any insurance proceeds available to the Consultant under its Commercial  
23 General Liability insurance in excess of the minimum coverage and limits specified for  
24 that policy in this Agreement shall be available to the additional insured under the  
25 endorsement required by this agreement. If the County permits the Consultant to sub-  
26 contract any of its duties under this Agreement, the Consultant shall require all sub-

1 contractors to obtain endorsements to their Commercial General Liability insurance  
2 naming the County as additional insured with coverage at least as broad as that  
3 provided by Insurance Services Office (ISO) form number CG 20 38 04 13.

4 **8.3 Certificates of Insurance.** When the Consultant delivers its signature to this  
5 agreement, the Consultant shall cause its broker to provide certificates of insurance and  
6 endorsement as stated above, for all of the policies required above, to Glenn Allen ,Department  
7 of Public Works and Planning, 2220 Tulare Street, 6<sup>th</sup> Floor, Fresno, California, 93721, with  
8 copy directed to the person having authority to receive notices to the County under this  
9 agreement, stating all of the following:

10 (A) that such insurance coverages have been obtained and are in full force;

11 (B) that the County, its officers, agents, and employees will not be responsible for  
12 any premiums on the policies;

13 (C) that the commercial general liability policy names the County, its officers, agents,  
14 and employees, individually and collectively, as additional insured, but only insofar as  
15 operations under this agreement are concerned;

16 (D) that such coverage for additional insured shall apply as primary insurance and  
17 any other insurance, or self-insurance, maintained by the County, its officers, agents,  
18 and employees, shall be excess only and not contributing with insurance provided under  
19 the Consultant's policies required under this agreement; and

20 (E) that this insurance shall not be cancelled or changed without a minimum of 30  
21 days advance written notice to the County.

22 **8.4 Failure to Maintain.** If the Consultant fails to keep in effect at all times the insurance  
23 policies and coverages required under this agreement, the County may, in addition to any other  
24 remedies it may have, suspend or terminate this agreement upon the occurrence of that event.

1 **Article 9**

2 **Disclosure of Self-Dealing Transactions**

3 9.1 **Applicability.** This article applies if the Consultant is operating as a corporation, or  
4 during the term of this agreement changes its status to operate as a corporation.

5 9.2 **Duty to Disclose.** If any member of the Consultant's board of directors is party to a  
6 self-dealing transaction during the term of this agreement, he or she shall disclose the  
7 transaction by completing and signing a "Self-Dealing Transaction Disclosure Form" (Exhibit C  
8 to this agreement) and submitting it to the County before commencing the transaction or  
9 immediately after.

10 9.3 **Definition.** "Self-dealing transaction" means a transaction to which the Consultant is  
11 a party and in which one or more of its directors, as an individual, has a material financial  
12 interest.

13 **Article 10**

14 **General Provisions**

15 10.1 **Modification.** This agreement may not be modified, and no waiver is effective,  
16 except by another written agreement that is signed by both parties.

17 10.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
18 under this agreement without the prior written consent of the other party.

19 10.3 **Governing Law.** The laws of the State of California govern all matters arising from  
20 or related to this agreement.

21 10.4 **Jurisdiction and Venue.** This agreement is signed and performed in Fresno  
22 County, California. The Consultant consents to California jurisdiction for actions arising from or  
23 related to this agreement, and, subject to the Government Claims Act, all such actions must be  
24 brought and maintained in the Fresno County Superior Court.

25 10.5 **Construction.** The final form of this agreement is the result of the parties' combined  
26 efforts. If anything in this agreement is found by a court of competent jurisdiction to be

1 ambiguous, that ambiguity is to be resolved by construing the terms of this agreement according  
2 to their generally accepted meaning, and not by construing the terms of this agreement for or  
3 against either party.

4 10.6 **Headings.** The headings and section titles in this agreement are for convenience  
5 only and are not part of this agreement.

6 10.7 **Severability.** If anything in this agreement is found by a court of competent  
7 jurisdiction to be unlawful or otherwise unenforceable, the balance of this agreement remains in  
8 effect.

9 10.8 **No Waiver.** Payment, change, waiver, or discharge of any liability or obligation of the  
10 Consultant under this agreement on any one or more occasions is not a waiver of performance  
11 of any continuing or other obligation and does not prohibit enforcement by the County of any  
12 obligation on any other occasion.

13 10.9 **Entire Agreement.** This agreement is the entire agreement between the Consultant  
14 and the County with respect to the subject matter of this agreement, and it supersedes all  
15 previous negotiations, proposals, commitments, writings, advertisements, publications, and  
16 understandings of any nature unless those things are expressly included in this agreement.

17 10.10 **Third-Party Beneficiaries.** This agreement does not and is not intended to create  
18 any rights or obligations for any person or entity except for the parties.

19 10.11 **Authorized Signatures.** The Consultant represents and warrants to the County that:

20 (A) The Consultant is duly authorized and empowered to sign and perform its  
21 obligations under this agreement.

22 (B) The individual signing this agreement on behalf of the Consultant is duly  
23 authorized to do so and his or her signature on this agreement will legally bind the  
24 Consultant to the terms of this agreement.

25 10.12 **Counterparts.** This agreement may be signed in counterparts, each of which is an  
26 original, and all of which together constitute this agreement.

1 The parties are signing this agreement on the date stated in the introductory clause.

2 LUHDORFF AND SCALMANINI,  
3 CONSULTING ENGINEERS, INC.

COUNTY OF FRESNO

4 *President*  
*William L. Halligan, P.E.*  
5 William L. Halligan, P.E.,  
Principal Hydrogeologist

*Sal Quintero*  
6 Sal Quintero, Chairman of the Board of  
7 Supervisors of the County of Fresno

8 500 1<sup>st</sup> Street  
9 Woodland, California 95695

**Attest:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

10 By: *Ruby Cuff*  
11 Deputy

12 For accounting use only:

13 Org No.: 2540  
14 Account No.: 7845  
15 Fund No.: 0001  
16 Subclass No.: 10000  
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26

## Exhibit A

### Scope of Work

The Consultant shall prepare and submit a SGMA-compliant GSP in accordance California Code of Regulations, Title 23, Division 2, Chapter 1.5, Subchapter 2, addressing Management Area A and B of the Delta-Mendota Subbasin pursuant to Tasks 1-12 of this Agreement.

### Task 1: Notification and Public Outreach

The Consultant shall assist the County in providing initial notification to DWR, as required by Title 23, California Code of Regulations (GSP Regulations), section 353.6, of the development of the GSP through the provision of any requested data or supporting information.

The County will facilitate public outreach through website development and public meetings.

The consultant shall provide supporting materials for public outreach activities as requested by the County, including, but not limited to: data, methodologies, mapping, and project summary updates. The Consultant shall provide all such materials in native Microsoft Office file formats (e.g., Word, Excel, PowerPoint), and all Excel documents shall be fully functioning, including all formulas. Any Geographical Information System (GIS) materials provided shall be compatible with ArcMap. Consultant may be required to attend, in person, or via conference call, one or more public outreach meetings upon request of the County. Because the number of in-person meetings required is unknown, the budget for this task as shown in exhibit B does not include in-person meetings. In-person meetings will be billed at the hourly rates provided in exhibit B. For budgeting purposes, the Consultant estimates that each in-person meeting will cost approximately \$3,200.

Consultant shall include in the GSP a summary of information relating to notification and communication by the GSA with other agencies and interested parties as required by Title 23, California Code of Regulations, section 354.10.

### Task 2: Monitoring Protocols

The Consultant shall develop monitoring protocols for the County that comply with Title



## Exhibit A

23, California Code of Regulations, section 352.2, and that are based on DWR's Best Management Practices. The development of monitoring protocols will require the Consultant to review protocols prepared by other GSAs in the subbasin and to prepare a document that establishes standards for manual measurements and automated devices to collect monitoring data as part of the GSP implementation. Monitoring protocols provided by the consultant shall include methodologies for the measurements of groundwater levels, groundwater quality, groundwater extraction, and land subsidence and other monitoring data.

The completion of Task 2 is dependent on coordination with the other GSAs in the Subbasin. The Consultant estimates that this task will be completed by August 2018.

### **Task 3: Data and Reporting Standards**

The Consultant shall review data reporting and standards prior to data collection and analysis to ensure all data are usable and in the proper format. Data and reporting standards shall meet or exceed minimum requirements under section 352.4 of Title 23, California Code of Regulations. The Consultant is required to undertake the initial stages of data collection by accessing all publicly available data in state and federal online databases for water levels, water quality, streamflow, and subsidence that have not already been collected from previous work conducted by the Consultant in the area. Consultant shall submit data requests as needed to other GSAs in the subbasin to obtain data for areas outside Management Areas A and B. The data collected from other GSAs not in compatible formats, units, and frequencies, shall be modified and undergo Quality Assurance and Quality Control to facilitate input into a data management system in Task 4 below.

Consultant shall provide bimonthly progress of data as collected.

### **Task 4: Data Management System**

The Consultant shall develop and maintain a Data Management System ("DMS"), as required by Title 23, California Code of Regulations, section 352.6, for the development and implementation of the GSP and monitoring of the basin. The Consultant has developed and

## Exhibit A

maintained a DMS in the form of a database containing monitoring data and information from the Mendota Pool Group's exchange monitoring program. The Consultant shall revise the DMS to incorporate GSP-related monitoring data and formats consistent with DWR guidelines. The Consultant shall utilize and modify the DMS to incorporate monitoring data collected under Task 3 for the sustainability indicators that exist in the Subbasin and within Management Areas A and B. This updated database will be the DMS for the GSP and will be utilized to exchange data and information with other GSAs in the Subbasin once a coordinating agreement is approved and implemented.

As necessary, the Consultant shall participate with County representatives in bimonthly conference calls or in person discussions to be held following meetings of the consolidated Delta-Mendota Coordinated GSP Group in order to discuss DMS progress.

The Consultant shall perform Task 4 throughout the term of this agreement.

### **Task 5: Administrative Information**

The Consultant shall include administrative information required under Title 23, Sections 354.6 and 354.8, California Code of Regulations, including but not limited to GSA information, maps of the subbasin, jurisdictional boundaries of state and federal lands, existing land use designations, along with the density of wells per square mile. In addition, the Consultant shall include in the GSP a description of the GSP area, water resource monitoring and management programs, summary of land use plans in the subbasin, summary of the permitting process for new and replacement wells in the subbasin, wellhead protection, well abandonment and destruction program, well construction policies, efficient water management practices, and impacts on groundwater dependent ecosystems. The maps, policies, and procedures related to well construction and permitting, wellhead protection, abandonment and destruction will include existing County Ordinance Code provisions, and documents prepared by other GSAs in the subbasin. The Consultant shall modify documents prepared by other GSAs as appropriate for conditions within Management Areas A and B. The Consultant shall provide drafts of these

## Exhibit A

deliverables to the County for review and approval by the County prior to finalization.

Successive drafts might be necessary.

The Consultant shall perform Task 5 throughout the term of this agreement.

The Consultant shall provide GSP maps and a document including well construction, permitting, wellhead protection, abandonment and destruction policies in draft for review and approval by County prior to finalization. Successive drafts might be necessary.

### **Task 6: Coordination Agreement and GSP Coordination**

The Consultant shall review the draft technical elements of the coordination agreement and provide comments to the County. The consultant shall also attend and participate in technical committee meetings of the subbasin GSAs until December 2019.

The Consultant shall perform Task 6 throughout the term of this agreement.

### **Task 7: Hydrogeologic Conceptual Model, Groundwater Conditions, and Water Budget**

The Consultant shall develop information on the physical setting and characteristics of the subbasin in general and Management Areas A and B in particular. That work shall include three primary components: (1) a hydrogeologic Conceptual Model (Title 23, California Code of Regulations, section 354.14), (2) the Groundwater Conditions (Title 23, California Code of Regulations, section 354.16), and (3) a Water Budget (Title 23, California Code of Regulations, section 354.18). Although Consultant has prepared portions of these components as part of the recent Mendota Pool Group Exchange Program Environmental Impact Statement/Environmental Impact Report ("MPG EIS/EIR") in the vicinity of Management Areas A and B, Consultant shall perform additional work to encompass areas within the southern portion of Management Area B, to include sustainability indicators and other GSP required information not addressed in the MPG EIS/EIR work. The Consultant may include the entire subbasin, if additional information is required. The Consultant shall utilize data collected in Tasks 3 and 4 to describe historical and current conditions in the subbasin and within Management Areas A and B. During the development of the conceptual model and water

## Exhibit A

budget, the Consultant shall identify data gaps in Management Areas A and B to assess the level of uncertainty in the data, conceptual model, water budget, and sustainable yield.

The Consultant's conceptual model and water budget shall include the evaluation of groundwater levels, groundwater quality, geologic reports, well construction, and groundwater-surface water interaction, and subsidence. The Consultant shall use the numerical model developed for the MPG EIS/EIR, along with collected data, to determine historical and current water demands and budgets, along with a sustainable yield for Management Areas A and B. As part of this task, the Consultant will look into the need to expand the numerical model to the south to ensure adequate coverage within the model domain of the southern extent of Management Areas A and B. Currently, the southern extent of the model domain corresponds to the southern extent of the management areas. The Consultant will consider extending the model domain to the south a sufficient distance to avoid the influence of boundary effects on the model results for Management Areas A and B or incorporate other approaches to minimize boundary effects.

The Consultant shall utilize output from the model in the estimation of the water budget and sustainable yield in the area and will be compared to results developed by the other GSAs developing GSPs in the subbasin to ensure that the same datasets and methodologies are used in the assessment of water budgets and sustainable yield in the various management areas and subbasin. The Consultant shall also use the numerical model to evaluate the effectiveness of management actions and projects to achieve sustainability by 2040 as required by DWR.

The completion of Task 7 is dependent on coordination with the other GSAs in the Subbasin. The Consultant anticipates that this task will be completed by March 2019.

### **Task 8: Sustainability Management Criteria**

The GSP shall include a Sustainability Goal (Title 23, California Code of Regulations, section 354.24) which is the absence of undesirable results 20 years from the beginning of the GSP implementation. The GSP shall also include a process for defining undesirable results

## Exhibit A

(Title 23, California Code of Regulations, section 354.26). Undesirable results are based on six sustainability indicators, including: (1) groundwater level declines, (2) groundwater storage decline, (3) seawater intrusion, (4) subsidence, (5) groundwater quality impacts, and (6) impacts on the beneficial uses of surface water. Both the sustainability goal and the definition of undesirable results must be consistent throughout the entire subbasin and will be developed in this task in coordination with the other GSAs' GSPs. The Consultant shall utilize the modeling tool to develop minimum thresholds and measurable objectives during the implementation and planning horizon for the GSP, as required by Title 23, California Code of Regulations, sections 354.28 and 354.30, which for Management Areas A and B may differ from the subbasin, if the consultant also provides an explanation for why different standards are appropriate and how they will not result in undesirable results outside of Management Areas A and B.

The Consultant shall include within the GSP sections that describe the sustainability goal, the processes and criteria relied upon to define undesirable results in the subbasin, minimum thresholds, and measurable objectives as required by the regulations cited above.

### **Task 9: Monitoring Network**

The GSP shall coordinate with other GSAs' GSPs in providing a monitoring network for the entire subbasin that will collect sufficient data to represent short term and long-term trends and fluctuations in groundwater and surface water conditions in order to implement the coordinated GSPs. The GSP shall identify all sustainability indicators that exist in the Subbasin and all areas where new monitoring facilities may be necessary. The monitoring protocols included in Task 2 shall be added to the deliverable for this task.

The completion of Task 9 is dependent on coordination with the other GSAs in the Subbasin. The Consultant anticipates that this task will be completed by April 2019.

### **Task 10: Project and Management Actions**

The GSP shall include a description of projects and management actions, as required by Title 23, California Code of Regulations, section 354.44, that will help achieve the sustainability

## Exhibit A

goal for the subbasin. The Consultant shall develop the required information for projects and management actions within Management Areas A and B. The GSP shall also include descriptions of projects and management actions developed by other GSAs in the subbasin and provided by those GSAs. The Consultant shall use the modeling tool to assess the effectiveness of the proposed management actions and projects and the ability of each management action and project to achieve sustainability will be evaluated. As part of GSA coordination within the subbasin, the Consultant shall utilize the modeling tool to develop a projected water budget and a projected baseline condition to compare the results of the management actions and projects to achieve sustainability in the subbasin.

### **Task 11: Plan Contents**

The Consultant shall compile the sections prepared during the GSP development into one cohesive document, including those sections prepared by other GSP groups for the entire subbasin. The Consultant shall compile comments gathered in stakeholder review. The Consultant's compilation of the final GSP shall identify areas where monitoring will be needed to collect data on the effectiveness of those selected projects and management actions chosen to achieve sustainability in the subbasin by 2040. This element of the monitoring network evaluation will supplement monitoring network-related work conducted in previous tasks, which were not focused on monitoring the effectiveness of selected management actions and projects. The draft GSP shall be submitted to the County staff for review and approval. Successive drafts might be required.

The Consultant shall produce a first draft GSP by July 2019, depending on coordination efforts in the subbasin.. Following review by the County, a final draft will be prepared for public review and comment by August 2019.

Following the public comment period and public hearing, a final version of the GSP will be submitted for approval and adoption by the County Board of Supervisors by October 2019. Following adoption, the Consultant shall work with other GSAs in the subbasin to coordinate

## Exhibit A

submission of GSPs to DWR by January 31, 2020.

### **Task 12: Project Management**

The Consultant shall manage the Project, administer the budget, and correspond as needed with the County. The Consultant shall provide progress reports no less frequently than quarterly on the status of the GSP development effort and coordination with other GSAs in the subbasin. The Consultant shall attend and participate in at least five in-person meetings with the County and Management Area A and B landowners during the term of this Agreement, unless deemed unnecessary by County staff.

The Consultant shall perform Task 12 throughout the term of this agreement.

## Exhibit B

### Compensation

The Consultant will be compensated for performance of its obligations under this agreement as provided in this exhibit B. Except as provided below for travel, all compensation paid to Consultant shall be based on the hourly rates set forth below. The total amount paid to the Consultant under the hourly rates for each task described in exhibit A shall not exceed the total cost for each task as set forth below. For travel, the Consultant will be compensated for reasonable and necessary travel expenses that are documented, up to the travel total set forth below.

The Consultant is not entitled to any compensation except as expressly provided in this exhibit B.

### Hourly Rates

Senior Principal	\$202 / hour
Principal Hydrogeologist	\$200 / hour
Senior Hydrogeologist	\$178 / hour
Project Hydrogeologist	\$140 / hour
Staff Hydrogeologist/GIS	\$130 / hour
Contractor Word Processing	\$70 / hour

### Task Totals

<i>Task</i>	<i>Hourly Total</i>	<i>Travel Total</i>
Task 1: Notification and Public Outreach	\$10,030	
Task 2: Monitoring Protocols	\$12,496	
Task 3: Data and Reporting Standards	\$25,208	
Task 4: Data Management System	\$26,280	
Task 5: Administrative Information	\$38,244	
Task 6: Coordination Agreement and		
GSP Coordination	\$28,736	\$5,300



## Exhibit B

Task 7: Hydrogeologic Conceptual Model,		
Groundwater Conditions, and Water Budget	\$154,668	\$500
Task 8: Sustainability Management Criteria	\$79,584	
Task 9: Monitoring Network	\$16,320	
Task 10: Project and Management Actions	\$45,016	
Task 11: Plan Contents	\$95,916	\$148
Task 12: Project Management	\$42,740	
<b>Grand Totals</b>	<b>\$575,238</b>	<b>\$5,948</b>

The parties acknowledge that:

- the GSAs in the subbasin are planning to produce multiple GSPs;
- this effort will require coordination in data sharing, comparison of methodologies and results, meetings, and consultations; and
- the scale of this effort means the budget for this project is difficult to quantify, and the specific work required is difficult to predict.

For those reasons, the County's Director of Public Works and Planning is authorized to increase any or all of the maximum amounts listed above by a cumulative total of no more than \$120,000.

## Exhibit C

### Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"*

The definition above will be utilized for purposes of completing this disclosure form.

#### INSTRUCTIONS

(1) Enter board member's name, job title (if applicable), and date this disclosure is being made.

(2) Enter the board member's company/agency name and address.

(3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:

a. The name of the agency/company with which the corporation has the transaction;  
and

b. The nature of the material financial interest in the Corporation's transaction that the board member has.

(4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

## Exhibit C

### (1) Company Board Member Information:

Name:		Date:	
Job Title:			

### (2) Company/Agency Name and Address:

### (3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)

### (4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)

### (5) Authorized Signature

Signature:		Date:	
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