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SANTA CRUZ MID-COUNTY GROUNDWATER AGENCY

Board of Directors Regular Meeting Thursday, November 19, 2020 at 7:00 p.m.

In response to COVID-19, on March 17, 2020, the Governor issued Executive Order N-29-20 which waived certain provisions of the Brown Act and allowed public meetings to be conducted via teleconferencing or other electronic means.

The information below provides an opportunity for members of the Board and the public to participate in a simultaneous webcast or to join by telephone.

Webcast (audio and video): <https://global.gotomeeting.com/join/495438525>

To dial in by phone: United States: [+1 \(571\) 317-3122](tel:+15713173122)

Access Code: 495-438-525

AGENDA

1. **Call to Order**
2. **Roll Call**
3. **Oral Communications Related to Items Not on the Agenda**
Issues within the purview of the Santa Cruz Mid-County Groundwater Agency (MGA). Guidelines attached.
4. **Consent Agenda (Page 4)**
 - 4.1 Approve Minutes from September 17, 2020, Board Meeting (no memo)
 - 4.2 Biennial Review of Conflict of Interest Code
 - 4.3 Approve Guidance for Public Participation in MGA Board Meetings

**SANTA CRUZ MID-COUNTY GROUNDWATER AGENCY
AGENDA, continued**

- 5. General Business (Page 17)**
 - 5.1 Approve Consultant Selection and Planning and Technical Services for Groundwater Sustainability Plan Implementation and Reporting Professional Services Agreement
 - 5.2 Amend Procurement Policy to Include Local Business Preference
 - 5.3 Approve Resolution to Apply for Proposition 68 Implementation Grant, Round 1, through the Sustainable Groundwater Management Grant Program
 - 5.4 Affirm the Approach to Near-Term Groundwater Sustainability Plan (GSP) Implementation Activities for Basin Monitoring and Data Management
- 6. Informational Updates (Page 196)**
 - 6.1 Treasurer's Report
 - 6.2 Staff Reports
 - 6.2.1 Oral Reports
 - 6.2.2 Proposed Board meeting dates for 2021
 - 6.2.3 MGA Letter of Support for RCD Grant Application
- 7. Future Agenda Items**
- 8. Written Communications and Submitted Materials (Page 205)**
 - 8.1 Email communications from Becky Steinbruner dated September 17th, 21st, and 25th, 2020
- 9. Adjournment**

Next Board Meeting: March 18, 2021



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GUIDANCE FOR WRITTEN AND ORAL COMMUNICATIONS AT MGA BOARD MEETINGS

WRITTEN COMMUNICATIONS

Written communications to the Santa Cruz Mid-County Groundwater Agency (MGA) Board may be submitted as follows:

- Via email: admin@midcountygroundwater.org
- Via mail or hand delivery: MGA Board of Directors, c/o Emma Olin, 5180 Soquel Drive, Soquel, CA 95073

Deadlines for Submittal:

- Written communications received by 4:00 p.m. on the Monday of the week prior to the scheduled Board meeting will be included in the Board meeting materials packet posted on the MGA website.
- Written communications received after the deadline but before the Board meeting will be posted on the MGA website and directors advised of the posting at the earliest opportunity. The communication will be included in the final meeting record. Please note, however, that materials submitted after the deadline may not be read by Board members prior to consideration of any agenda item.
- Provided copies are provided, written communications received at a Board meeting will be distributed to Board members and posted on the MGA website at the earliest possibility.

Any written communication submitted to the Board will be made available on the MGA website at <http://www.midcountygroundwater.org/committee-meetings> and constitutes a public record. Please do not include any private information in your communication that you do not want made available to the public.

ORAL COMMUNICATIONS

MGA Board meeting agendas set aside time for oral communications regarding items not on the agenda but within the purview of the MGA. Oral communications are also heard during the consideration of an agenda item.

Organized groups wishing to make an oral presentation to the Board may contact Laura Partch at 831-662-2053 or admin@midcountygroundwater.org, preferably at least two weeks prior to the meeting.

Anyone wishing to provide public comment should come to the front of the room to be recognized by the Board Chair. Individual comments are limited to three (3) minutes; a maximum time of 15 minutes is set aside each time for oral communications. The time limits may be increased or decreased at the Board Chair's discretion. Speakers must address the entire Board; dialogue is not permitted between speakers and other members of the public or Board members, or among Board members.

While the Board may not take any action based upon oral communications, an issue raised during oral communications may be placed on the agenda for a future Board meeting.

DISABILITY ACCESS: Please contact Laura Partch at admin@midcountygroundwater.org or 831-662-2053 for information or to request an accommodation.



SANTA CRUZ MID-COUNTY GROUNDWATER AGENCY
Thursday, September 17, 2020 – 7:00 p.m.

DRAFT MINUTES

1. Call to Order

The meeting was called to order at 7:00 by Chair LaHue.

2. Roll Call

Directors present: Curt Abramson, David Baskin, Bruce Daniels, Zach Friend, Jim Kerr, Tom LaHue, Cynthia Mathews, and Marco Romanini.

Directors absent: Jon Kennedy, John Leopold, and Rob Marani.

Staff present: Ralph Bracamonte, Ron Duncan, Rosemary Menard, John Ricker, Leslie Strohm, Tim Carson, Sierra Ryan, Laura Partch.

Staff noted the meeting was being conducted remotely pursuant to public health orders and provided directions and guidance for board and public participation.

3. Oral Communications Related to Items Not on the Agenda

No oral communications.

4. Election of Officers

4.1 Elections for Chair, Vice Chair, and Secretary

Election of Chair: Vice Chair Mathews nominated Chair LaHue to continue as Chair. Director Baskin seconded the nomination. No other nominations. Roll call vote taken, none opposed. Chair LaHue reelected Board Chair.

Election of Vice Chair: Vice Chair Mathews nominated Director Baskin for Vice Chair. Director Daniels seconded the nomination. No other nominations. Roll call vote taken, none opposed. Director Baskin elected Vice Chair.

Election of Secretary: Director Romanini nominated Director Kerr to continue as Secretary. Chair LaHue seconded the nomination. Roll call vote taken, none opposed. Director Kerr reelected Secretary.

5. Consent Agenda

5.1 Approve Minutes from June 18, 2020, Board Meeting (no memo)

MOTION: Director Daniels; Second, Director Baskin. To approve the consent agenda. Motion passed unanimously by roll call vote.

6. General Business

6.1 Approve Proposed MGA Procurement Policy

Staff reported that the proposed MGA Procurement Policy (Policy) was developed by MGA Treasurer Leslie Strohm, Program Director Tim Carson, and Executive Team member Ron Duncan.

In the absence of a policy, the MGA follows the policies of its parent agency, the Soquel Creek Water District (SqCWD). In 2019, the SqCWD procurement policy was revised to follow the Federal Uniform Code in anticipation of federal funding for the Pure Water Soquel project. As the revised policy was more complex and had higher thresholds that did not meet the needs of the MGA, this Policy was developed to be a better fit for an agency the size of the MGA.

The proposed Policy requires purchase orders for purchases over \$5,000. Purchases between \$5,000 and \$50,000 require prices and rate quotations from three qualified sources, unless it is a documented sole source procurement. Purchases over \$50,000 require formal solicitation, either a Request for Qualifications (RFQ) or a Request for Proposals (RFP).

While maintaining a focus on competitive procurements, the factors for sole source procurement, which must be documented for any procurement over \$5,000, offer more flexibility for the MGA. Procurement procedures are contained in a separate, administrative document.

Board Comment:

A request was made to change Section 6.1 to read “The price of any purchase must be considered reasonable by anyone duly authorized by the MGA” in order to avoid these considerations coming before the Board.

Public Comment:

Larry Freeman requested that the Policy include a credit or preference to encourage small or local business participation in bidding, as other local agencies have done. A discussion was held on local agency policies that include such preferences.

Board Discussion:

Board members expressed support for adding the suggested language to Section 6.1, and directed staff to bring back to the Board an amended policy that included a local preference.

MOTION: Director Baskin; Second, Director Daniels. To approve the proposed MGA Procurement Policy with the following change to Section 6.1: “The price of any purchase must be considered reasonable by anyone duly authorized by the MGA”, and a direction to staff to bring back to the Board an amended policy that includes a local business preference. Motion passed unanimously by roll call vote.

7. Informational Updates

7.1 Treasurer’s Report

Staff provided the regular Treasurer’s Report for June through August 2020, an update to prior Treasurer’s Reports.

No public or Board comments.

7.2 Staff Reports (Oral report)

i. Update on the Data Management System

The Sustainable Groundwater Management Act (SGMA) requires Groundwater Sustainability Agencies (GSAs) to have a Data Management System (DMS). The MGA is now working on the DMS, and has \$95,000 in grant funding for this task.

Both the County and City of Santa Cruz are involved with the MGA and the Santa Margarita Groundwater Agency (SMGWA), and so the staff of both GSAs explored the idea of a joint DMS to avoid issues that might arise from working with multiple DMSs. Once this was determined to be the best approach, the idea was expanded to include all relevant water data gathered by all the partner agencies. Most did not already have a satisfactory system, and there are obvious benefits to having all the data stored in one place. The member agencies of the GSAs determined that the County should lead this effort. An RFQ was released in August, and three responsive SOQs were received.

A review team, including technical staff from the County, the City of Santa Cruz, Scotts Valley Water District and SqCWD, selected Water Information Systems KISTERS (WISKI). The partner agencies will be working on developing the scope of work and the budget negotiations. The scope of work is expected go to the County Board of Supervisors in December. After the initial development, which is included in the budgets of both GSAs, there will be ongoing hosting, licensing, and maintenance fees. Memoranda of understanding will be used to set out each agency's costs and services received. Pajaro Valley Water Management Agency already has a DMS, but was involved in some discussions and may join the new system at some point.

ii. Update on the Request for Qualifications for Planning and Technical Services for the Groundwater Sustainability Plan Implementation and Reporting

As the MGA shifts from planning to implementation, technical and planning services will be required for at least the next four years in four areas: 1) the annual report due to DWR by April 1st of each year, which summarizes progress towards the sustainability matrix set out in the GSP (the first was submitted in March 2020); 2) technical support for SGMA-related items distinct from reporting (the MGA has funding in the budget under hydrologic technological support and groundwater modeling for work needed for the annual report, but the MGA may need additional modeling not done by any member agency); 3) any response to DWR comments on the GSP or annual reports (DWR has up to two years to complete its technical review of the GSP, so the need for MGA responses is uncertain); and 4) the five-year periodic update of the GSP.

Given the steep learning curve for any consultant to become familiar with the data regarding the GSP and the Basin, the MGA is aiming for consistent technical support through the annual reports and the five-year report. Performance will be evaluated annually, and subsequent scopes of work and budgets will be based upon performance in a single year.

The RFQ will go out soon given the upcoming deadline for the annual report. The contract will come to the final 2020 Board meeting, and the annual report will come to the Board at its first meeting in 2021 for approval prior to submittal to DWR.

Board Comment:

The MGA is opening it up at this point to give other vendors the opportunity to bid on this work for the coming years?

- Exactly.
- The City of Santa Cruz has used master services agreements to provide flexibility when every item of the scope cannot be established at the onset. Amendments to a master services agreement are made once the scope becomes clear. This approach allows building a relationship with a consultant and not starting over each time, while still being performance based. Now is a good time to open up this process to other consultants for the next round of work.

Has the MGA heard anything at all from DWR?

- No, only that it is under review. No responses have come in through the Basin Point of Contact email.

iii. Update on Monitoring Network Expansion

The GSP has a monitoring plan that includes additional deep monitoring wells, shallow wells and stream gauges to better characterize groundwater/surface water interactions. Grant funding will cover a lot of this work.

Both the MGA and SMGWA had discussed whether the GSA or the member agencies would own the wells and stream gauges. It was decided that member agencies should take responsibility for monitoring wells and stream gauges within their jurisdiction. However, given the County's overarching interest in surface water and stream flows, a tentative agreement was reached for the County to take the lead for surface water

monitoring and the shallow groundwater wells that are adjacent to the creeks. The plan is for this project to go out through the County with funding from MGA grants or member agency contributions. As none of the member agencies have a lot of available staff time, the County is working on a fairly comprehensive RFQ for a consultant to both plan and do the work, which will include locating wells and gauges, a subcontract for drilling and installment of the gauges and the wells, and working with property owners. The contract is expected to go to the County Board of Supervisors in December so work can begin next spring.

The issue of ownership still needs to be resolved so that fixed assets are added to the balance sheets of the MGA or the member agencies. It will also address any issues of ongoing maintenance and liability.

Board Discussion:

Will there be agreements detailing the responsibilities of the different agencies that will require approval?

- Initial steps are being taken to get things set up, but ultimately there will be memoranda of agreement to lay everything out.

A request was made for the agreements to be approved sooner rather than later so that there is sufficient buy-in from all agencies.

- An agreement in concept should be available soon to address Board concerns, after which issues will be resolved in detail.

iv. Added, Impromptu Informal Staff Update on Fire Impacts

There was damage in the Laguna watershed, the Liddell watershed was not as affected, but the extent and the impact from areas further up in the watersheds is not yet clear. The Majors watershed was marginally affected at the top.

In the San Lorenzo Valley, the Mill Creek watershed did not experience damage, but there has been burning in about 20% of a 73-acre watershed area. The primary issues going forward will be water quality changes and debris flows. It appears the potential for debris flows is less in the San Lorenzo Valley than other areas.

The City of Santa Cruz is focused on water quality, robust data collection, making preparations for the treatment of impaired water, and planning for winter storms.

8. Future Agenda Items

None.

9. Written Communications and Submitted Materials

10. Adjournment

The meeting was adjourned at 8:22 p.m.

November 19, 2020

MEMO TO THE MGA BOARD OF DIRECTORS

Subject: Agenda Item 4.2

Title: Biennial Review of Conflict of Interest Code

Attachments:

1. MGA Conflict of Interest Code

Background:

The Political Reform Act requires local agencies that have adopted a Conflict of Interest Code to review it biennially, in even-numbered years. If it is determined that a change is needed, the local agency must submit an amended Conflict of Interest Code statement to the code reviewing body (the Santa Cruz County Board of Supervisors). If no change is required, the head of the local agency must submit a written statement confirming that the agency has reviewed its Conflict of Interest Code. The deadline for either is October 1st, however, in light of the unprecedented occurrences of 2020, a delayed reminder notice sent on October 1st extended the deadline to November 1st.

Fair Political Practices Commission guidance states that an amendment is necessary if the current code is more than five years old or if specified substantive changes have been made within the organization. The MGA Conflict of Interest Code was passed on March 17, 2017, and MGA Staff is unaware of organizational changes that would require an amendment to the current MGA Conflict of Interest Code.

Recommended Action:

1. By MOTION, acknowledge biennial review of the MGA Conflict of Interest Code and direct staff to submit the required written statement, signed by the Board Chair, to the Santa Cruz County Board of Supervisors as soon as possible.

By



Laura Partch
Administrative Officer
Regional Water Management Foundation

**CONFLICT OF INTEREST CODE
OF THE
SANTA CRUZ MID-COUNTY GROUNDWATER AGENCY**

The Political Reform Act of 1974 (Government Code sections 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, section 18730 of Title 2 of the California Code of Regulations, which contains the terms of a standard conflict of interest code that can be incorporated by reference in an agency's code. After public notice and hearing, the Fair Political Practices Commission may amend the standard code to conform to amendments of the Political Reform Act. Therefore, the terms of section 18730 of Title 2 of the California Code of Regulations and any amendments to it duly adopted by the Fair Political Practices Commission together with the attached Appendices designating positions and establishing disclosure categories are hereby incorporated by reference and together constitute the Conflict of Interest Code of the SANTA CRUZ MID-COUNTY GROUNDWATER AGENCY (hereafter "Agency").

Individuals holding designated positions shall file their statement of economic interests with the Clerk of the Elections Department of the County of Santa Cruz, which will make the statements available for public inspection and reproduction pursuant to Government Code section 81008.

Attachments:

- Appendix A: Designated Positions
- Appendix B: Disclosure Categories

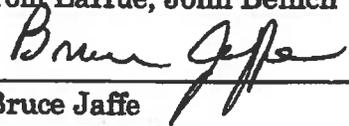
Approved by Order of the Board of Directors

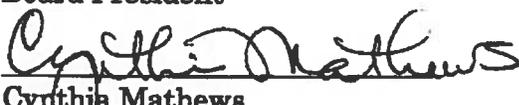
Ayes: Bruce Jaffe, Curt Abramson, Cynthia Mathews, David Baskin, Jim Kerr, John Leopold, Jon Kennedy, Robert Marani, Zach Friend, Ralph Bracamonte (for John Benich)

Noes: None

Abstain: None

Absent: Tom LaHue, John Benich

Adopted: 
Bruce Jaffe
Board President

Attested: 
Cynthia Mathews
Board Secretary

APPENDIX A: DESIGNATED POSITIONS

<u>Designated Positions</u>	<u>Assigned Disclosure Category</u>
Board of Directors (including alternates)	1
Executive Team:	1
City of Santa Cruz Water Director	
Soquel Creek Water District General Manager	
Central Water District General Manager	
County of Santa Cruz Water Resources Division Director	

APPENDIX B: DISCLOSURE CATEGORIES

Category 1

A designated position in this category must report all income (including gifts, loans, and travel payments), investments, business positions, and interests in real property located in or originating from sources doing business within the boundaries of the agency.

November 19, 2020

MEMO TO THE MGA BOARD OF DIRECTORS

Subject: Agenda Item 4.3

Title: Approve Guidance for Public Participation in MGA Board Meetings

Attachments:

1. Guidance for Public Participation in MGA Board Meetings

Background:

The *Guidance for Public Participation in MGA Board Meetings* for the Santa Cruz Mid-County Groundwater Agency (MGA) is updated to provide additional information on submittal deadlines and procedures.

A new email address has been created for the submission of written communications to the MGA. Staff generally check MGA email accounts daily. During the week of a regularly scheduled Board of Director’s meeting, staff will check for MGA emails at least twice daily. MGA email will also be checked at midday on the day of the Board meeting.

Recommended Action:

1. BY MOTION,



By _____

Tim Carson
Program Director
Regional Water Management Foundation



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GUIDANCE FOR WRITTEN AND ORAL COMMUNICATIONS AND DISABILITY ACCESS

WRITTEN COMMUNICATIONS

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- Via mail or hand delivery: MGA Board of Directors, c/o Emma Olin, 5180 Soquel Drive, Soquel, CA 95073

Deadlines for Submittal:

- Written communications received by 4:00 p.m. on the Tuesday of the week prior to a regularly scheduled (Thursday) Board meeting will be posted on the MGA [website](#) and included in the Board meeting materials packet.
- Written communications received after the 4:00 p.m. deadline will be posted on the MGA [website](#) and Board members informed of the communications at the earliest opportunity.
- Written communications received after the Board meeting materials packet has been distributed will be posted on the MGA [website](#) and Board members informed of the communications at the earliest opportunity.
- Please note, communications received after 9:00am the day before the Board Meeting may not have time to reach Board members, nor be read by them prior to consideration of an item.
- Written communications received at a Board meeting will be distributed to Board members and posted on the MGA [website](#) at the earliest possibility.

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DISABILITY ACCESS: Please contact Laura Partch at admin@midcountygroundwater.org or 831-662-2053 for information or to request an accommodation.

November 19, 2020

MEMO TO THE MGA BOARD OF DIRECTORS

Subject: Agenda Item 5.1

Title: Approve Consultant Selection and Planning and Technical Services for the Groundwater Sustainability Plan Implementation and Reporting Professional Services Agreement

Attachments:

1. Request for Statement of Qualifications
2. Montgomery and Associates Statement of Qualifications
3. M&A Proposed Initial Scope of Work, Budget and Schedule (11-10-20)
4. MGA Contract No. 2020-4 Planning and Technical Services for the Groundwater Sustainability Plan Implementation

Background:

On September 24, 2020, the Santa Cruz Mid-County Groundwater Agency (MGA) issued a Request for Statements of Qualifications (RFQ) from qualified consultants to provide Planning and Technical Services for the Groundwater Sustainability Plan Implementation and Reporting under the Sustainable Groundwater Management Act (SGMA). The purpose of the RFQ is to select a consultant to enter into a multi-year agreement to perform services, including: 1) Annual Reporting on the Groundwater Sustainability Plan (GSP), 2) SGMA Technical Support, 3) SGMA Program Developments and Department of Water Resources (DWR) consultation, and 4) Periodic (5-Year) Reporting on the GSP. The RFQ is attached for reference.

The RFQ was publically posted on the MGA website and invitations were sent to ten firms. Most of the invited firms have worked with, or had previously been invited to submit Statement of Qualifications (SOQ) to, the MGA member agencies, Santa Margarita Groundwater Agency (SMGWA), and/or Pajaro Valley Water Management Agency (PV Water).

The MGA hosted an optional online question and answer session on October 5, 2020. Representatives from multiple firms attended, including: Montgomery & Associates (M&A); EKI Environment & Water, Inc.; cbec, inc. eco engineering; and Freeman Hydrologic Data Services, LLC.

A single SOQ was received, submitted by M&A. The SOQ was evaluated and determined to be responsive to the RFQ. Staff spoke with M&A's client references, and received positive comments on their experiences with key M&A staff, including Cameron Tana, Georgina King, and Derrick Williams.

Discussion:

The Executive Team unanimously determined, based on M&A's SOQ and references, along with the MGA's prior experience with M&A that the firm is highly qualified, has the desired relevant experience, and is well suited to perform the requested services.

The proposed approach is to enter into a multi-year agreement for services with the selected consultant to provide a variety of services to support the GSP implementation and reporting. The services agreement is to cover a range of potential work products and processes. The preferred approach is to work with the selected consultant via a multi-year agreement for consistency and efficiency in accomplishing the proposed Scope of Services, and for services to continue through the completion of the first 5-Year Periodic Plan (due January 2025) and the Annual Report in 2025 (due by April 1, 2025). The initial term of the contract will be for three years. The MGA may elect to extend the agreement by one or two additional years as long as performance is satisfactory.

While the general preliminary scope of services for the MGA's current needs is known, all of the potential needs for SGMA related planning, reporting, and technical services and the timing of these needs is not yet known. To allow for the flexibility to meet the MGA's current and future needs as they are identified, task orders will be developed and agreed upon for specific work products or bodies of work. The MGA may elect to add, remove, or regroup task to meet the MGA's needs. The contract with M&A (MGA Contract No. 2020-4) will be modified via multiple amendments to add task orders. These will be at the direction of the MGA and developed in coordination with M&A to produce a task-based scope of work, schedule, and budget.

Overall Scope of Services

The overall Scope of Services outlined below identifies the primary GSP implementation and reporting tasks that M&A will support.

Task 1. Annual Reporting

Prepare a GSP Annual Report that fulfills the requirements of SGMA and submit the Report and the related Santa Cruz Mid-County Basin (Basin) monitoring data and information to the SGMA portal. Preparation of the Year 2 annual report (Water Year 2020) is anticipated to begin in December 2020. Pending performance of M&A, they will also lead the preparation of the Annual Report in Years 3 and 4. M&A will provide technical support, as needed, to respond to requests for information from DWR related to the Annual Report. Prior to initiating work, a task-based scope of

work, budget, and schedule for will be prepared by M&A that is subject to approval by the MGA.

Task 2. SGMA Technical Support

Provide technical support for issues related SGMA but not directly in support of the work to complete the Annual Report and the 5-Year (Periodic) Report. This task is anticipated to include the two primary items described below as well as other miscellaneous support, as needed, on annual planning and technical reviews on grant applications.

- Hydrogeologic Technical Support – This task will include technical support related to Basin hydrology and management, including but not limited to tasks to be performed as needed, such as: reviewing technical data and information necessary to assess and evaluate sustainability indicators and criteria (e.g., undesirable results, sustainability goals, minimum thresholds and measurable objectives); refinement of existing groundwater and surface water monitoring programs; analysis of the potential for management actions to contribute to Basin sustainability; assessment of water budgets, assessment of sustainable yield, assessment of seawater intrusion, including potential support related to airborne electromagnetic (AEM) data and seawater intrusion; and, interpretations of Basin monitoring data, and hydrologic analyses and assessments, to inform Basin management.
- Groundwater Modelling – The groundwater model for the Basin was recently updated during the completion of the initial GSP and the Year 1 Annual Report; the model is up to date but it is anticipated future refinements will be necessary. As needed, M&A will refine and improve the model to inform the decision making process with newly collected data. As needed, work may include additional groundwater modeling and management scenario simulations to inform planning in the Basin. M&A will utilize and, as needed, refine and build upon the existing model to perform groundwater modelling.

Task 3. SGMA Program Developments and DWR Consultation

Provide technical support, as needed, to respond to requests for information from DWR related to SGMA planning and implementation efforts. In addition, to ensure the MGA remains well informed on noteworthy SGMA Program developments and implementation, M&A will consult with DWR staff as needed and routinely monitor SGMA program developments and related information from DWR. M&A will provide occasional summary updates to the MGA on noteworthy program developments and relevant statewide implementation efforts. Examples include SGMA program developments and information from conferences and workshops sponsored by the DWR or other State agencies and affiliated associations such as Groundwater

Resources Association of California, Association of California Water Agencies, among others.

Task 4. Periodic (5-Year) Reporting

The first Periodic (5-Year) Evaluation of the GSP is to be submitted to DWR no later than January 2025. It is anticipated that this work will initiate in late 2023 or early 2024. Pending performance of M&A in providing planning, technical services and the completion of Annual Reports, M&A may be retained to support the tasks necessary for the successful completion of the GSP's Periodic (5-Year) Evaluation.

In addition, while it is not anticipated that the 2019 Plan will be amended prior to 2025, if necessary, M&A could also support work necessary to complete an amendment to the 2019 Plan.

Initial Scope of Services (Fiscal Year 2020 – 2021)

Following the evaluation of the SOQ and the Executive Team's unanimous recommendation to proceed with M&A, staff and members of the Executive Team held initial discussions with Cameron Tana and Georgina King of M&A to provide direction on the initial scope, budget, and schedule for the first phase of work to be conducted in the remainder of fiscal year 2020 – 2021.

A summary of the tasks is presented below. Additional detail on the Scope of Services, Budget, and Schedule is presented in Attachment 3. (M&A Proposed Initial Scope of Work, Budget and Schedule dated 11-10-20).

TASK 1. YEAR 2 GSP ANNUAL REPORT (\$72,200)

Preparation of the Year 2 Report includes the following tasks.

- Task 1.1. Obtain and Evaluate Monitoring Well Data
- Task 1.2. Quantify Water Demand and Supply
- Task 1.3. Extend Basin Model to Estimate Change of Groundwater in Storage
- Task 1.4. Prepare Annual Report
- Task 1.5. Upload Monitoring Well Data and Annual Report to SGMA Portal
- Task 1.6. Prepare for and Present Annual Report to Board Of Directors

TASK 2. SGMA TECHNICAL SUPPORT (\$51,820)

The subtasks presented under this SGMA Technical Support task are items that member agency staff and M&A anticipate will be needed by the end of the fiscal year.

- Task 2.1. Data Management System
- Task 2.2. Address DWR Comments on GSP
- Task 2.3. Coordinate With Monitoring Network Expansion Consultants

- Task 2.4. Plan FY2022 Tasks and Budget
- Task 2.5. Miscellaneous Including Grant Application Support

TASK 3. SGMA PROGRAM DEVELOPMENTS & DWR CONSULTATION (\$3,100)
As M&A attends regular meetings of various organizations around the state where SGMA developments and DWR support of GSAs are discussed with DWR staff, M&A will continue to provide SGMA related updates to the MGA.

The Executive Staff unanimously recommends that the Board of Directors approve the selection of M&A to provide Planning and Technical Services for the GSP Implementation and Reporting under the SGMA.

Recommended Action:

1. BY MOTION, authorize the Board Chair or the General Manager of Soquel Creek Water District to execute a Professional Services Agreement (Contract 2020-4) with Errol L. Montgomery and Associates, Inc. (M&A) to provide Planning and Technical Services for the Groundwater Sustainability Plan Implementation and Reporting, including the Initial Scope of Services (Fiscal Year 2020 – 2021) for an amount not to exceed \$126,400; *and*,
2. By MOTION, authorize the General Manager of Soquel Creek Water District to sign a purchase order for the Amendment 1 services to be performed by the M&A in the amount of \$126,400.

By 

Tim Carson
Program Director, Regional Water Management Foundation

On behalf of the MGA Executive Staff
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Santa Cruz Mid-County Groundwater Agency

Request for Statement of Qualifications

Planning and Technical Services for the Groundwater Sustainability Plan Implementation and Reporting

Statement of Qualifications Due: October 15, 2020 by 5pm

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Deadline for Submission: October 15, 2020 by 5pm

1 General Information

1.1 Summary Scope of Solicitation

The Santa Cruz Mid-County Groundwater Agency (MGA) is seeking a qualified Consultant(s) to provide planning, reporting, and technical services to support the implementation of the Groundwater Sustainability Plan (GSP or Plan) in the Mid-County Groundwater Basin (Basin) and related reporting to comply with the Sustainable Groundwater Management Act (SGMA). Services will include the preparation of the GSP Annual Report that provides data on groundwater conditions and a narrative description of the progress toward implementation of the GSP. As required under SGMA, the Annual Report is due to the Department of Water Resources (DWR) by April 1. In March 2020, the MGA submitted the first GSP annual report which covered the period from October 1, 2018 through September 30, 2019 (Water Year 2019).

SGMA requires the MGA evaluate its Plan at least every five years and whenever the Plan is amended, and provide a written assessment to DWR. In January 2020, the MGA submitted the first GSP to DWR. The first Periodic (5-Year) Evaluation of the GSP must be submitted to DWR no later than January 2025. Pending performance of the Consultant(s) in providing planning, technical services and the completion of Annual Reports, the Consultant(s) may also support the completion of first Periodic (5-Year) Evaluation of the Plan and support its submittal to DWR via the SGMA Portal.

In addition to the Annual and Periodic reporting, services are anticipated to include SGMA related technical support, including hydrologic analyses and groundwater modeling, to inform an assessment of progress towards sustainability based upon the sustainable management criteria (SMC) and indicators presented in the GSP. The qualified Consultant(s) may also provide other related SGMA planning and technical support, as needed, to respond the needs of the MGA and to provide expertise and strategic consultation to staff; examples include but are not limited to preparing information for and presentations to the MGA Board of Directors and/or stakeholders, coordination with DWR to ensure GSP alignment with SGMA, supporting potential Plan amendments. The MGA utilizes a collaborative staffing approach of the four member agencies. The Consultant(s) will work in close coordination with the member agency staff and representatives. The MGA's first GSP, the first Annual Report (Water Year 2019), and other relevant documents are available at www.midcountygroundwater.org.

The selected Consultant(s) may enter into a multi-year Professional Services Agreement (PSA) with the MGA to provide a variety of services to support the GSP implementation and reporting. The PSA will be in the form of Master Services Agreement that covers the full range of potential work products and processes and individual Task Orders are developed and agreed upon between the parties for specific work products or bodies of work. The MGA may elect to extend the PSA by one or two additional years as long as performance is satisfactory. A task-based Scope of Work, Schedule, and Fee will be developed between the selected Consultant and the MGA. An initial outline of the Consultant's preliminary scope of services is provided in Section 2

of this RFQ. While the generalized preliminary scope of services is known, the MGA’s potential needs for SGAM related planning, reporting, and technical services and the timing of these needs is not yet known. To allow for the flexibility to meet the MGA’s current and future needs as they are identified, the PSA will be modified via multiple amendments to add specific task orders. For example, the first task order (Amendment 1) will be the preparation of the GSP Annual Report (as described below in Preliminary Scope Task 2.1).

The MGA retains the right to add, remove, or regroup task, or to select a Consultant to support a single or multiple specific task based on review of statements of qualifications and MGA needs. The preferred approach is to work with a Consultant via a multi-year agreement for consistency and efficiency in accomplishing the proposed Scope of Services.

1.2 Organization of this RFQ Document

This Request for Qualifications (RFQ) is organized in the following sections:

Section 1: General Information.....	1
Section 2: Preliminary Scope of Services.....	3
Section 3: Desired Qualifications.....	4
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1.3 Contact

The point-of-contact for this RFQ is Tim Carson. Mr. Carson can be reached by email at admin@midcountygroundwater.org.

1.4 Submittal Deadline

Consultants interested in being considered to provide these services are requested to submit their SoQ(s) on or before **Thursday, October 15, 2020 by 5pm**. Late SoQs may not be considered. Submittals of SoQ(s) shall be in electronic format (pdf) to admin@midcountygroundwater.org.

1.5 Pre-SoQ Meeting

The MGA will conduct an optional pre-SoQ submittal meeting for those interested in responding to the RFQ. Attendance at this meeting is not mandatory. This virtual (online) meeting will be held on **Monday, October 5, 2020 at 1pm** via GoToMeeting. At this meeting, the MGA representatives will respond to questions about the Preliminary Scope of Work and RFQ process. To attend, RSVP is required by 9am on Monday, October 5 via email at admin@midcountygroundwater.org. Virtual meeting (GoToMeeting) details will be provided upon RSVP.

1.6 Submittal of Questions

Consultants may submit questions concerning this RFQ in writing via email: admin@midcountygroundwater.org. Requests for information or questions shall be submitted in

writing no later than **four (4)** business days prior to the proposal deadline. Written clarification, or addenda, will be posted to the MGA website at www.midcountygroundwater.org, no later than **three (3)** business days prior to the proposal deadline.

1.7 Addenda

The MGA may determine it is necessary to revise any part of this solicitation. Revisions will be made by written addenda, and it is the respondent's responsibility to comply with any addenda to this solicitation. Written clarification, provided as addenda, will be posted to the MGA website at www.midcountygroundwater.org, no later than **three (3)** business days prior to the proposal deadline.

2 Preliminary Scope of Services

The Preliminary Scope of Services outlined below identifies the primary GSP implementation and reporting tasks that the Consultant will support.

2.1 Annual Reporting

The Consultant will prepare the GSP Annual Report that fulfills the requirements of SGMA and the Consultant will prepare and submit the Report and the related Basin monitoring data and information to the SGMA portal. Preparation of the Year 2 annual report (Water Year 2020) is anticipated to begin in December 2020. Pending performance of the Consultant, the Consultant will lead the preparation of the Annual Report in Years 3 and 4. The Consultant will provide technical support, as needed, to respond to requests for information from DWR related to the Annual Report. Prior to initiating work, a task-based scope of work, budget, and schedule for Year 2 annual report (Water Year 2020) will be prepared by the Consultant that is subject to approval by the MGA.

2.2 SGMA Technical Support

The Consultant will provide technical support for issues related SGMA but not directly in support of the work to complete the Annual Report (2.1) and Periodic Reporting (2.4). This task is anticipated to include:

- Hydrogeologic Technical Support - This task will include technical support related to Basin hydrology and management, including but not limited to tasks to be performed as needed, such as: reviewing technical data and information necessary to assess and evaluate sustainability indicators and criteria (e.g., undesirable results, sustainability goals, minimum thresholds and measurable objectives); refinement of existing groundwater and surface water monitoring programs; analysis of the potential for management actions to contribute to basin sustainability; assessment of water budgets, assessment of sustainable yield, assessment of seawater intrusion, including potential support related to airborne electromagnetic (AEM) data and seawater intrusion; and, interpretations of Basin monitoring data, and hydrologic analyses and assessments to inform Basin management.

- Groundwater Modelling – The groundwater model for the Basin was recently updated during the completion on the initial GSP and the Year 1 Annual Report, the model is up to date but it is anticipated future refinements will be necessary. As needed, the Consultant will refine and improve the model to inform the decision making process with newly collected data. As needed, work may include additional groundwater modeling and management scenario simulations to inform planning in the Basin. The MGA's model is based upon the US Geological Survey's integrated surface water and groundwater model (GSFLOW) that combines both Precipitation-Runoff Modeling System (PRMS) and MODFLOW code. The PRMS portion of the model handles watershed flows, MODFLOW simulates subsurface flow, and the MODFLOW Streamflow-Routing (SFR) package simulates streamflow. The Consultant would be expected to utilize and, as needed, refine and build upon the existing model to perform groundwater modelling.

2.3 SGMA Program Developments and DWR Consultation

The Consultant will provide technical support, as needed, to respond to requests for information from DWR related to SGMA planning and implementation efforts. In addition, to ensure the MGA remains well informed on noteworthy SGMA Program developments and implementation, the Consultant will consult with DWR staff as needed and routinely monitor SGMA Program developments and related information from DWR. The Consultant will provide occasional summary updates to the MGA on noteworthy program developments and relevant statewide implementation efforts. Examples include SGMA program developments and information from conferences and workshops sponsored by the DWR or other State agencies and affiliated associations such as Groundwater Resources Association of California, Association of California Water Agencies, among others.

2.4 Periodic (5-Year) Reporting

The first Periodic (5-Year) Evaluation of the GSP is to be submitted to DWR no later than January 2025. It is anticipated that this work will initiate in late 2023 or early 2024. Pending performance of the Consultant in providing planning, technical services and the completion of Annual Reports, the Consultant(s) may support the tasks necessary for the successfully completion of the GSP's Periodic (5-Year) Evaluation.

In addition, while it is not anticipated that the 2019 Plan will be amended prior to 2025, if necessary, the Consultant could also support work necessary to complete an amendment to the 2019 Plan.

3 Desired Qualifications

3.1 Qualifications

The desired qualifications of Consultant are presented below. Depending on the qualifications of the candidate Consultant firms, the MGA could contract with more than one consultant and include coordination of services among consultants in the scope of work.

- Strong understanding of the SGMA and GSP requirements and required reporting

- Demonstrated knowledge of and experience with compiling and authoring similar public agency plans within agreed-upon scope, schedule and budget
- Knowledge and experience working with hydrological models
- Knowledge and experience assessing groundwater surface water interactions and impacts to groundwater dependent ecosystems
- Ability to produce clear and effective written and graphic product
- Strong technical writing skills
- Capability to bring a diverse and competent team (including subcontractors if needed) addressing all necessary disciplines
- Creativity in working with diverse stakeholders to arrive at mutually acceptable outcomes

4 Schedule and Process

4.1 RFQ Schedule

Consultants interested in being considered to provide these services are requested to submit their SoQ on or before **Thursday, October 15, 2020 by 5pm**. Late SoQs may not be considered. The schedule for the selection process is as follows.

Action	Date
1. Issue RFQ	September 24, 2020
2. Optional Pre-SoQ Meeting	RSVP by October 5, 2020 by 9am Meeting on October 5, 2020 at 1pm
3. Deadline for submitting any questions	October 9, 2020
4. SoQ due date	Thursday, October 15, 2020 by 5pm
5. Interviews of Consultants of exceptional rating, if needed	Wednesday, October 21 between 10am – 4pm
6. SoQ evaluation completed and Consultant selection notification	October 23, 2020
7. Proposal Scope of Work (SOW) development and contract negotiation	October 23, 2020 to Nov. 6, 2020
8. MGA Board Meeting to consider approval of Professional Services Agreement	November 19, 2020

4.2 SoQ Format and Requested Information

The Statement of Qualifications (SoQ) submittal should be limited to 20 numbered pages excluding cover letter, resumes, sealed standard rate sheet, and any dividers. Submittals should be organized as follows:

Section 1: Qualifications

Describe qualifications of Consultant and proposed key personnel:

- Provide a description of the individual or firm, qualifications, number of years in business, number of employees, and current number of active projects.
- Provide an organization chart to identify the key personnel assigned to this contract (including sub-consultants when applicable) and describe their title, background, qualifications, recent similar experience, and responsibility on this project.
- Append key personnel resumes as appropriate.

Section 2: Understanding of SGMA and Reporting Requirements

- Demonstrate Consultant's knowledge of the SGMA regulations and requirements.
- Based upon the Consultant's experience, please describe three to five key elements that are particularly important to consider to successfully develop a GSP.
- Based upon the Consultant's experience, describe three to five facets of the GSP development process that results in a GSP that is primed for successful implementation.

Section 3: Experience with Similar Projects

Present the Consultant's experience with similar SGMA related services:

- Describe Consultant's experience with GSP development and reporting.
- Describe Consultant's experience providing groundwater modeling and hydrologic technical services pertinent to SGMA related planning and reporting.
- Describe Consultant's experience with hydrogeologic and/or groundwater numerical models for surface water and groundwater planning purposes.
- Describe Consultant's experience working as part of multi-agency project team.
- List and describe at least two project examples completed within the last five years similar to the proposed Preliminary Scope of Services (Section 2.0) including dates of service and client. Identify which staff included in Item 1 were associated with each project(s).

Section 4: Client References

Provide a minimum of three unique client references, including contact person, email address, and current telephone number. References should focus on projects in which the key personnel listed under Section 1 had responsibilities.

Section 5: Standard Rate Sheet

As a separate attachment (pdf) to the SoQ, please provide a standard rate sheet by job classification title to be utilized for negotiation of the MGA with the selected Consultant(s) only.

4.3 SoQ Ranking and Award

The MGA evaluation committee will open and review the proposals in confidence and may request additional information from the respondents. Consultants will be evaluated on all information collected by the MGA. Evaluation criteria and weighting used to select the consultant will include the following:

1. Qualifications of Consultant and proposed key personnel (20%)
2. Knowledge of SGMA and Reporting Requirements (20%)
3. Consultant's demonstrated experience with similar projects or programs (40%)
4. Client References: Apparent ability to provide services as needed (10%)
5. Clarity and completeness of the SoQ (10%)

If a clear choice is not initially evident, interviews may be scheduled with those Consultants of exceptional rating. Interviews, if needed, will be scheduled and conducted by virtual meeting via GoToMeeting.

Contract negotiations will begin immediately upon selection. A sample Professional Services Agreement is attached as Exhibit A. If an agreement is not reached within five working days, the next highest ranked candidate may be contacted and negotiations with that candidate would begin. This process would continue until an agreement is reached or it is decided to re-advertise. Responses to this RFQ would be made available to the public only after contract award or decision to re-advertise.

A request for a task-based scope of work and associated fee would be provided to the selected Consultant(s). Although the approach and personnel should align with this submittal, personnel changes and specific strategy can be adapted to the input from the MGA.

The MGA reserves the right to determine the extent, duration, and limit of the services provided. Any deviation from the scope of work and general work-hour duration under contract must be approved beforehand in writing by the MGA.

4.4 Exceptions to the Professional Services Agreement (PSA)

As noted, a sample PSA is provided in Exhibit A. Consultant is advised to review the insurance requirements. Consultant should indicate in its cover letter if it takes exception to any terms or conditions of this example agreement.

4.5 Grant Funding Requirements

Work performed by the Consultant may be funded in part by the MGA with funds from the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Sustainable Groundwater Planning Grant Program), administered by the State of California, Department of Water Resources. A copy of the applicable Standard Conditions pursuant to the grant funding are included as an exhibit in the Professional Services Agreement.

4.6 Public Record (SoQs received)

SoQs received will become the property of the MGA. All SoQs, evaluation documents, and any subsequent contracts will be subject to public disclosure per the "California Public Records Act," California Government Code, sections 6250 – 6270. All documents related to this solicitation will become public records once discussions and negotiations with proposers have been fully completed and an award has been announced.

Appropriately identified trade secrets will be kept confidential to the extent permitted by law. Any SoQ section alleged to contain proprietary information must be identified by the respondent in boldface text at the top and bottom as "PROPRIETARY." Designating the entire SoQ as proprietary is not acceptable and will not be honored.

Submission of a SoQ will constitute an agreement to this provision for public records.

4.7 MGA Rights and Options

The MGA, at its sole discretion, reserves the following rights:

1. To reject any or all SoQs or information received pursuant to this RFQ;
2. To supplement, amend, substitute, or otherwise modify this RFQ at any time by means of written addendum;
3. To cancel this RFQ with or without the substitution of another RFQ or prequalification process;
4. To cancel the scope of services awarded through this RFQ process with or without the substitution of another RFQ or prequalification process;
5. To request additional information;
6. To verify the qualifications and experience of each respondent;

7. To require one or more respondents to supplement, clarify, or provide additional information in order for the MGA to evaluate SoQs submitted;
8. To hire multiple contractors to perform the necessary duties and range of services if it is determined to be in the best interests of the MGA;
9. To waive any minor defect or technicality in any SoQ received; and
10. To add, omit, merge, or split out tasks during the course of the contract.

5 EXHIBIT A – Standard Agreement for Professional Services

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT for Professional Services (“Agreement”) is made and entered into this ___ day of _____, 202_ (the “effective date”), by and between the SANTA CRUZ MID-COUNTY GROUNDWATER AGENCY, a joint powers authority (“MGA”), and (name), a (entity description) authorized to do business in California (“Consultant”) (collectively, the “Parties”).

RECITALS

- A. MGA requires the professional services of a qualified consultant to perform stream monitoring and related services.
- B. Consultant has the necessary experience in providing professional services and advice, and selection of Consultant is expected to achieve the desired results in an expedited fashion.
- C. Consultant has submitted a proposal to MGA and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

1. **Scope of Services.** MGA retains Consultant to perform, and Consultant agrees to render, those services (the “Services”) that are defined in attached Exhibit A (“Scope of Services”). In the event of a conflict between the provisions of Exhibit A and the terms of this Agreement, the terms of this Agreement shall prevail. MGA shall have the right to modify the Scope of Services to delete tasks in whole or in part.
2. **Standard of Performance.** While performing the Services, Consultant will exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant’s profession practicing in the Northern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.
3. **Term.** Unless earlier terminated, the term of this Agreement will commence upon the effective date and shall expire upon completion of performance of the Services hereunder by Consultant. Extensions will be based upon a satisfactory review of Consultant's performance, MGA needs, and appropriation of funds by MGA. The Parties will prepare a written amendment indicating the effective date and length of the extended Agreement.
4. **Compensation.** MGA shall pay to Consultant an amount not to exceed (amount in dollars) (\$XXX,000) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by Consultant, payable as set forth in Exhibit B (“Budget”), attached hereto and made a part hereof by reference.

4.1 Consultant shall provide MGA with a monthly statement, as services warrant, of fees earned and costs incurred for services provided. The statement shall generally describe the services performed, hours worked, applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs.

4.2 Consultant is entitled to expenses as set forth in Exhibit B.

4.3 Payment by MGA shall be conditioned upon and subject to upon Consultant's satisfactory completion of work or appropriate phases or tasks as described in the attached Scope of Work.

4.4 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from MGA any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement.

4.5 Consultant agrees to provide MGA with a W-9 form. MGA shall not withhold any Federal or State income taxes or Social Security tax from any payments made by MGA to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant.

4.6 MGA will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to reimburse MGA within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which MGA makes on behalf of Consultant or any agent, employee, or subcontractor of Consultant for work done under this Agreement. At the MGA's election, MGA may deduct the reimbursable amount from any balance owing to Consultant.

5. Schedule. Consultant will adhere to the schedule set forth in Exhibit C ("Schedule"), provided: that MGA in its discretion may grant reasonable extensions of time for the performance of such services occasioned by unusually lengthy reviews of Consultant's work product or other unavoidable delays occasioned by circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Consultant acknowledges the importance to MGA of MGA's project schedule and agrees to use its best professional efforts to meet the schedule. MGA understands that Consultant's performance must be governed by sound practices.

6. Insurance Requirements. The Consultant shall obtain and maintain for the duration of this Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees, or subcontractors. The

insurance carrier is required to maintain an A.M. Best rating of not less than "A-:VII" as set forth in Exhibit D attached hereto.

7. Grant Requirements. As MGA may seek to obtain grant funding for the Services, Consultant agrees to comply with the Grant Requirements listed in Exhibit E attached hereto.

8. Prevailing Wages. Consultant shall abide by all applicable prevailing wage laws as set forth in the California Labor Code. If the Services under this Agreement, or any portion thereof, are being performed as part of an applicable public works or maintenance project, Consultant agrees to fully comply and to require its sub consultants to comply with such laws. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

9. Required Licenses, Certificates, and Permits. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the Services described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include but are not limited to driver's licenses, professional licenses, or certificates and business licenses. Such licenses, certificates, and permits shall be procured and maintained in force by Consultant at no expense to MGA.

10. Office Space, Supplies, Equipment, etc. Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as necessary for Consultant to provide the services under this Agreement.

11. Defense and Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by MGA), indemnify and hold MGA, its officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents in connection with the performance of the Services, including without limitation the payment of all consequential damages, expert witness fees, attorneys' fees, and other related costs and expenses. Consultant's obligations to indemnify, defend, hold MGA harmless shall not apply where Claims were caused by the sole negligence or willful misconduct of MGA. Notwithstanding the foregoing, to the extent the Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by MGA, its officials, officers, employees, agents, or volunteers.

The Parties expressly agree that this section shall survive the expiration or early termination of the Agreement.

12. Status of Consultant. All acts of the Consultant and its officers, employees, agents, representatives, subcontractors, and all others acting on behalf of Consultant relating to the performance of this Agreement shall be performed as independent contractors and not as agents, officers, or employees of MGA. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of MGA.

13. Subcontracting. Consultant will not subcontract any portion of the Services without prior written approval of an authorized representative of MGA. If Consultant subcontracts any of the Services, Consultant will be fully responsible to MGA for the acts and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and MGA. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing MGA.

14. Other Consultants. MGA reserves the right to employ other consultants in connection with the Services.

15. Records and Audit. Consultant shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement (collectively, "records") for at least four (4) years, unless a longer period of time is required by state or federal law, in which event Consultant shall retain its records for the time required by such laws. Any authorized representative of MGA shall have access to any records for the purposes of an audit, evaluation, examination, or compiling excerpts and transcripts during the period such records are to be maintained by Consultant.

16. Ownership of Work Product. All documents, drawings, and work product ("Work") prepared or produced by Consultant under this Agreement shall become and remain the property of MGA, except as otherwise approved in writing by MGA. Consultant shall retain intellectual property rights in the Work, except Consultant shall grant MGA a nonexclusive, perpetual, and transferable license in all Work protected by intellectual property rights, and MGA may reproduce the Work, prepare derivative works based on the Work, and build improvements depicted in or relating to the Work.

17. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in MGA and Consultant relinquishes all claims to the copyrights in favor of MGA.

18. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of MGA and on behalf of Consultant under this Agreement.

<p>For MGA:</p> <p>Santa Cruz Mid-County Groundwater Agency</p> <p>Attention: Board Clerk</p> <p>5180 Soquel Drive</p> <p>Soquel, CA 95073</p> <p>admin@midcountygroundwater.org</p> <p>Phone:</p>	<p>For Consultant:</p> <p>Name</p> <p>Attention: Contact</p> <p>Address line 1</p> <p>Address line 2</p> <p>Email address</p> <p>Phone:</p>
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19. Conflict of Interest. Consultant, for Consultant and on behalf of Consultant’s agents, employees, and subcontractors warrants that by execution of this Agreement that they have no interest, present or contemplated, in the projects affected by this Agreement. Consultant further warrants that neither Consultant, nor Consultant’s agents, employees, and subcontractors have any ancillary real property, business interests, or income that shall be affected by this Agreement or, alternatively, that Consultant shall file with MGA an affidavit disclosing this interest.

20. General Compliance with Laws. Consultant will keep fully informed of federal, state, and local laws, ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Consultant’s Services with all applicable laws, ordinances, and regulations.

21. Discrimination and Harassment Prohibited. Consultant will comply with all applicable federal, state, and local laws and regulations prohibiting discrimination and harassment.

22. Termination. MGA may, by written notice to Consultant, terminate the whole or any part of this Agreement, if, in the judgment of MGA, that Consultant has materially breached this Agreement, failed to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement or failed to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement, and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as MGA may authorize in writing) after receipt of written notice from MGA specifying such failure. If MGA decides to abandon or postpone the work or Services contemplated by this Agreement, MGA may terminate this Agreement upon written notice to Consultant pursuant to the notice provisions of this Agreement. Termination will be effective immediately upon notification.

Either Party upon tendering thirty (30) days written notice to the other party may terminate this Agreement.

Within ten (10) days of termination Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to MGA. Consultant will be paid for work performed up to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. MGA will make a determination of final payment based upon the value of the work product delivered to MGA and the percentage of the Services performed.

23. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state, or local statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect.

25. Claims and Lawsuits. Consultant acknowledges that if a false claim is submitted to MGA by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code section 12650 et seq., the False Claims Act applies to this Agreement and provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If MGA seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges disbarment by another jurisdiction is grounds for MGA to terminate this Agreement.

26. Jurisdiction and Venue. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Santa Cruz, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

27. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Consultant without the prior consent of MGA, which will not be unreasonably withheld.

28. Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the Parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both Parties had in fact drafted this Agreement.

29. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between any of the Parties herein with respect to the subject matter hereof and contains all the agreements between the Parties with respect to such matter.

30. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right, and actual authority to bind Consultant to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above. This Agreement may be executed in one or more counterparts by the Parties hereto. All counterparts shall be construed together and shall constitute one agreement. A signature reproduced electronically, by facsimile or .pdf shall be treated as an original signature.

SAMPLE

<p>SANTA CRUZ MID-COUNTY GROUNDWATER AGENCY:</p> <p>By: _____ (Name, Title)</p> <p>Date: _____</p> <p>Santa Cruz Mid-County Groundwater Agency 5180 Soquel Drive Soquel, CA 95073</p>	<p>Name:</p> <p>By: _____ (Name, Title)</p> <p>Date: _____</p> <p>Contractor Address</p> <p>_____</p> <p>Federal Tax I.D. Number</p>
	<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>MGA Counsel</p>

EXHIBIT A

Scope of Services

[To be inserted]

EXHIBIT B

Budget

[To be inserted]

EXHIBIT C

Schedule

[To be inserted]

SAMPLE

EXHIBIT D**Insurance**

Without limiting Consultant's responsibility for injury or damage, as aforesaid, Consultant will at its sole cost and expense keep in force at all times during the performance of this contract, public liability insurance and provide a certificate of said insurance. Said insurance will be to limits not less than those shown below and shall be Commercial General and Auto Liability Insurance covering all operations and use of automobiles, including coverage for completed operations and for contractual liability (liability assumed under "an insured" Contract).

- A. **Coverage** - Coverage shall be at least as broad as the following:
1. **Commercial General Liability** (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to MGA) or the general aggregate limit shall be twice the required occurrence limit.
 2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
 3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against MGA, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for MGA; but this provision applies regardless of whether or not MGA has received a waiver of subrogation from the insurer.
 4. **Professional Liability** - (Also known as Errors & Omissions) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If Claims Made Policies:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

- b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, MGA requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to MGA.

- B. **Other Required Provisions** - The general liability policy must contain, or be endorsed to contain, the following provisions:
 - 1. **Additional Insured Status** - MGA, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations.
 - 2. **Primary Coverage** - For any claims related to this project, Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to MGA, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by MGA its directors, officers, employees, and authorized volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- C. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to MGA.
- D. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by MGA. MGA may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or MGA.
- E. **Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-: VII or as otherwise approved by MGA.
- F. **Verification of Coverage** - Consultant shall furnish MGA with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by MGA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. MGA

reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

- G. **Subconsultants** - Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that MGA its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Safety - In the performance of this contract Consultant shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply.

SAMPLE

EXHIBIT E

Grant Requirements

Work performed by the Consultant may be funded in part by State of California, including but not limited to, the Department of Water Resources' Sustainable Groundwater Planning (SGP) Grant Program. The following is to comply, as applicable, with standard conditions of SGP Grant Agreements.

The Consultant agrees to be bound by all applicable 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.

The Consultant shall maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices.

Pursuant to Government Code §8546.7, the Consultant shall be subject to the examination and audit by the State for a period of three years after final payment under the Grant Agreement with respect to all matters connected with the Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Consultant shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.

The Consultant is 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 contract 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, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements.

The Consultant, 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 (Government Code §8350 et seq.) and have or will provide a drug-free workplace.

The Consultant affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and the Consultant affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

The Consultant agrees to expeditiously provide throughout the term of the Grant Agreement, such reports, data, information, and certifications relating to the Consultant's scope of work as may be reasonably required by State.

The Consultant shall name the State, its officers, agents and employees as additional insureds by separate endorsement on their liability insurance for activities undertaken pursuant to this Agreement.

Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

SAMPLE

October 14, 2020

AGENDA ITEM 5.1.2



**MONTGOMERY
& ASSOCIATES**

Water Resource Consultants

Statement of Qualifications

Planning and Technical Services for GSP Implementation and Reporting

Prepared for:



1970 Broadway, Suite 225
Oakland, CA 94612
elmontgomery.com

October 14, 2020

Santa Cruz Mid-County Groundwater Agency
c/o Mr. Tim Carson
Regional Water Management Foundation
7807 Soquel Drive
Aptos, CA 95003

**SUBJECT: STATEMENT OF QUALIFICATIONS, SANTA CRUZ MID-COUNTY
GROUNDWATER AGENCY PLANNING AND TECHNICAL SERVICES FOR GSP
IMPLEMENTATION AND REPORTING**

Dear Mr. Carson:

Montgomery & Associates (M&A) appreciates the opportunity to submit this Statement of Qualifications to the Santa Cruz Mid-County Groundwater Agency (MGA) for Planning and Technical Services for the Groundwater Sustainability Plan Implementation and Reporting. We strongly believe our extensive experience working with the MGA and its member agencies, together with our statewide GSP development and early implementation experience will benefit the MGA by resulting in successful GSP implementation and reporting over the next five years. We have teamed with two local subconsultants, Brook Kraeger, Ph.D., and Mike Podlech, who will provide support on the depletion of interconnected surface water sustainability indicator. They both have experience working in the Soquel Creek watershed and will complement our team with their local knowledge.

Since the adoption of SGMA in 2014, M&A has been at the forefront of implementation. Georgina King, P.G., C.Hg., senior hydrogeologist, successfully assisted MGA with its GSP development and will serve as project manager for the implementation and reporting phase. Cameron Tana, P.E., principal hydrologist, will serve as modeling lead and senior reviewer. We will work closely with our senior technical advisor, Derrick Williams, P.G., C.Hg., who has more than 30 years of hydrogeology experience and worked closely with the California Department of Water Resources to develop the SGMA implementation process. M&A is committed to ensuring that these key staff, along with our technical and support staff, have the availability to fully support MGA over the next five years.

With three GSPs submitted in 2020 and another 13 under development, the project team's combined experience includes:

- Providing technical and regulatory advice on SGMA requirements
- Developing and presenting technical content at GSA Board meetings
- Developing hydrogeological conceptual models and groundwater budgets
- Developing sustainable management criteria
- Developing grant applications for DWR GSP development and implementation funding

We strongly believe the M&A staff and local subconsultants that comprise our team are highly qualified to provide technical support for this first phase of the MGA's GSP implementation. Based on the preliminary scope of services contained in the RFQ, our qualifications include:

Annual Reporting: M&A prepared the first annual report for the MGA GSP, and the project team includes the same staff that worked on the annual report.

SGMA Technical Support: M&A staff are experts in developing seawater intrusion sustainability management criteria, which is needed for new coastal wells planned for the GSP. In addition to M&A's experience working on the interconnected surface water indicator in this and other basins, we will leverage Brook Kraeger and Mike Podlech's local experience and technical expertise to improve these criteria. M&A developed, calibrated, and continues to utilize the Basin's GSFLOW model for MGA member agencies.

SGMA Program Developments and DWR Consultation: M&A staff has worked closely with DWR on SGMA implementation since its enactment in 2014.

Five-Year (Periodic) Updates: M&A is developing the Pajaro Valley Water Management Agency's five-year update to its alternative submittal for SGMA. This will provide insight that will inform the MGA's five-year update.

Thank you for considering our Statement of Qualifications. We are confident that M&A has the local experience, technical expertise, and staff commitments necessary to manage MGA's GSP implementation and reporting, and we look forward to continuing to work with you. Please contact Georgina at gking@elmontgomery.com if you have questions or need clarification on our SOQ.

In addition to preparing this SOQ, we have reviewed the example Professional Services Agreement included in the RFQ. M&A has no exceptions to this agreement.

Sincerely,
MONTGOMERY & ASSOCIATES



Georgina King, P.G., C.Hg.
Senior Hydrogeologist
gking@elmontgomery.com



Cameron Tana, P.E.
Principal Hydrologist
ctana@elmontgomery.com

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1. Qualifications

Company Profile

Montgomery & Associates (M&A) is a water resources consulting firm specializing in groundwater development and management. For more than 35 years, M&A has provided professional consulting services to municipal, agricultural, industrial, land development, tribal, and mining clients. M&A provides its clients broad expertise in groundwater development and recharge, hydrologic modeling, environmental hydrogeology, water resource planning, water rights and impacts, data management services, and mining hydrogeology. The company employs 79 skilled professionals in the United States and 19 in South America. Our staff are currently managing 120 active projects, combining technical proficiency and planning experience to deliver integrated solutions to water managers and providers in the western United States. Our groundwater management expertise is enhanced by advanced in-house capabilities in GIS, 3D geologic visualization, database management, web-based data portals, and uncertainty and decision support analyses.

Groundwater Management

M&A is a leader in developing plans to protect and manage groundwater and surface water resources at a regional scale and in implementing local groundwater projects to improve water reliability and sustainability. Our groundwater management plans provide a clear roadmap for our clients by including a complete assessment of desired groundwater conditions, and viable paths to achieving those conditions. Our plans encompass a thorough inventory of potential water supplies, projections of future demands, and a comprehensive assessment of the various strategies and projects to reach desired conditions. More than just technical memoranda, our management plans integrate our technical expertise in groundwater modeling and managed aquifer recharge within the framework of water policy and water economics. Knowing that management plans must be understood and accepted by many parties, we use advanced visualization tools to communicate technical concepts in clear and understandable terms to stakeholders and clients.

With the acquisition of HydroMetrics WRI in 2018, M&A has secured a reputation as a leading firm in implementation of California's Sustainable Groundwater Management Act (SGMA). Since its inception in 2014, M&A staff have been actively involved with SGMA serving as advisors to the California Department of Water Resources (DWR), local water agencies, local stakeholders and growers, and non-governmental organizations to develop and direct statewide and local SGMA policy. Our experience covers all aspects of SGMA implementation including forming Groundwater Sustainability Agencies, applying to modify groundwater basin boundaries, applying for grant funding, leading the development of the Groundwater Sustainability Plans (GSPs) for several basins, and implementing the 2020 GSPs.

Groundwater Modeling

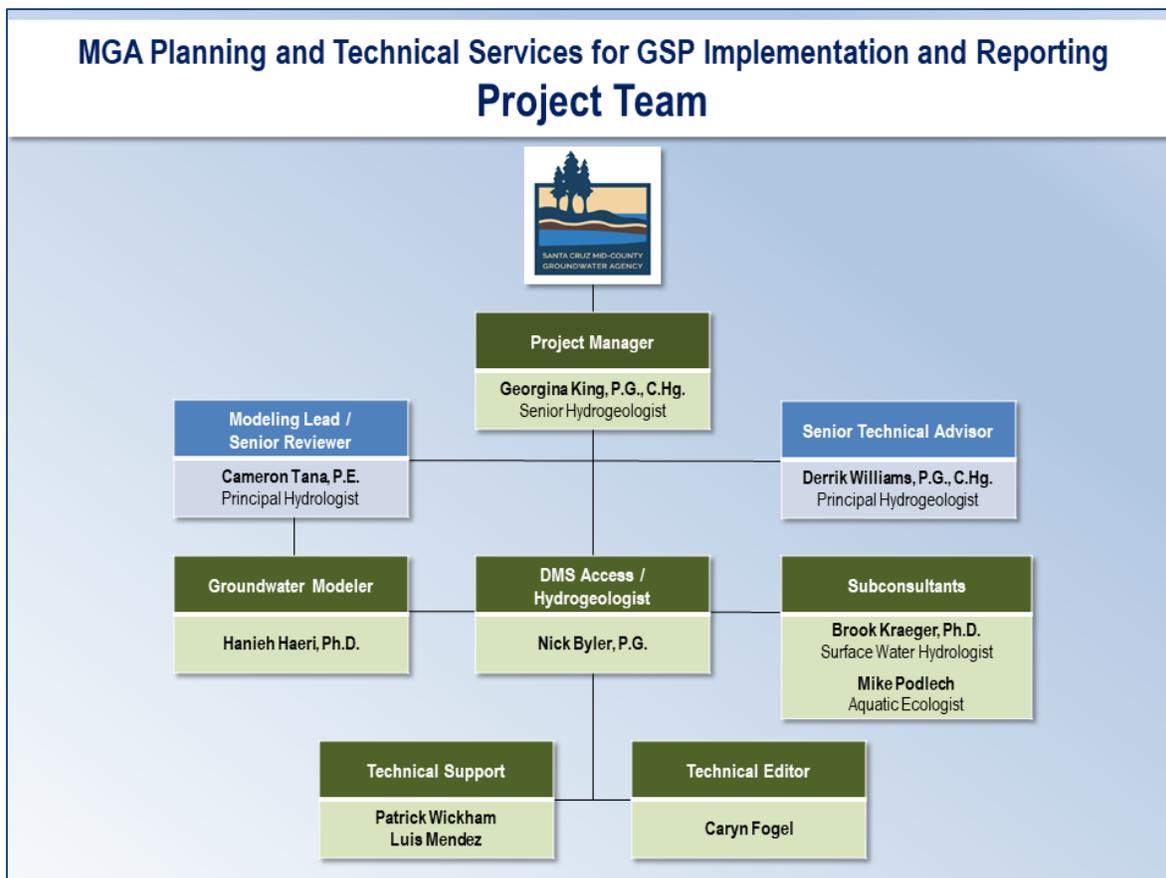
M&A offers one of the largest, most experienced hydrologic modeling teams in the western United States and South America. We employ nearly 20 professionals who are skilled in a variety of numerical groundwater flow and contaminant transport modeling codes for both saturated and unsaturated media, including MODFLOW, GSFLOW, MODFLOW-OWHM, MODFLOW-USG, MODFLOW-SURFACT, IWFEM,

FEFLOW, MT3D, and Hydrus, as well as PEST for model calibration. M&A’s modeling team regularly develops custom tools in to provide enhanced analyses by automating modeling tasks and providing our clients advanced analytical methods. We have integrated the results of our groundwater models with decision support tools to allow our clients to quantify uncertainties, estimate risks, and connect hydrologic results to project outcomes. In addition, we often use 3D geologic models to develop model grids and parameterizations and present results in a way that is accessible to project stakeholders.

As part of our modeling process, we routinely manage large and complex datasets such as agricultural and crop water demand, stream-aquifer interactions, and tailings buildout designs. In addition, our predictive models often incorporate future uncertainties such as climate change or estimated future urban and agricultural water demand through scenarios or probabilistic simulations.

Key Personnel

The following organizational chart and brief biographical descriptions present our qualified project team. This team is fully committed to the MGA’s planning and technical services for GSP implementation and reporting. The M&A team has the capacity to complete annual reports, the five-year update, and address other needs the MGA may have, and our vast experience with similar projects will be an added benefit. Resumes for the project team members are included as Appendix A.



Georgina King, P.G., C.Hg., Project Manager

Georgina is a senior hydrogeologist and will serve as the project manager. Georgina manages and conducts technical hydrogeologic studies on basin-wide groundwater management, sustainable yield, and groundwater modeling projects. She was the technical lead developing methodology and sustainable management criteria for the Santa Cruz Mid-County GSP. Furthermore, she assisted MGA member agency staff with overall GSP preparation, technical review, and upload to the SGMA portal, along with upload of information on GSP monitoring features and monitoring data. She was part of the M&A team that prepared the MGA's first annual report and was responsible for uploading the report and monitoring data to the SGMA portal. She is currently the project manager responsible for developing the Santa Margarita Basin GSP due January 2022, where she is also the technical lead. As the project manager, she manages subconsultants that are providing specialized technical input on groundwater-dependent ecosystems (GDEs) and potential projects to achieve sustainability. Ms. King was the technical lead preparing an alternative GSP submittal for Pajaro Valley Water Management Agency (PV Water), and currently is advising on development of sustainable management criteria for PV Water's first five-year update to the alternative submittal.



Cameron Tana, P.E., Modeling Lead and Senior Reviewer

Cameron is a principal hydrologist and will serve as modeling lead and senior reviewer. Cameron is an expert groundwater modeler, and he has extensive experience assisting public agencies in California manage their groundwater resources. He led development of the GSFLOW integrated surface water-groundwater model for the Santa Cruz Mid-County Basin, directed use of the model for the MGA's first annual report, and continues to manage application of the model to evaluate projects for MGA member agencies. He is experienced at communicating technical findings to advance groundwater management, taking into account legal, economic, and political challenges. He has a wide variety of experience in groundwater basin management and has been at the forefront of SGMA implementation, including leading development of the five-year update for PV Water's alternative submittal due January 2022.



Derrick Williams, P.G., C.Hg., Senior Technical Advisor

Derrick is a principal hydrogeologist and will serve as senior technical advisor. Derrick has more than 30 years of experience in applied geology and hydrogeology. He excels at assisting clients with integrating technical analyses and institutional challenges to manage their water resources. Derrick has developed, implemented, and reviewed numerous groundwater models throughout California. In addition to his technical expertise, Derrick's clients value his ability to work with diverse stakeholders and obtain consensus on challenging projects. He has been retained by clients to help develop Basin Management Plans in areas with contentious water right issues and has testified in court regarding groundwater-surface water interactions. Derrick worked closely with the California Department of Water Resources to develop the state's SGMA implementation process. Derrick was co-author of the 2004 hydrogeological conceptual model report for the Santa Cruz Mid-County Basin and technical lead for the Basin's 2007 groundwater management plan.



Hanieh Haeri, Ph.D., Groundwater Modeler

Hanieh will be the primary groundwater modeler for the project. Hanieh has six years of experience in water resources consulting with a focus on groundwater modeling and quantitative hydrogeology. Hanieh has a Ph.D. in civil and environmental engineering for which she conducted research to provide applicable surface water and groundwater modeling solutions to real-world issues. Hanieh was the primary groundwater modeler for the Santa Cruz Mid-County Basin model. She updated the basin conceptual model, model construction, and calibration to streamflows and groundwater. She applied model results for inclusion in the GSP, including streamflow depletion estimates and comparison of projected effects of projects and management actions to groundwater elevation proxies for sustainable management criteria and groundwater and surface water budgets. She updated the Santa Cruz Mid-County Basin model through water year 2019 for the change of groundwater in storage estimates included in the first annual report and continues to use the model to evaluate projects for MGA member agencies.



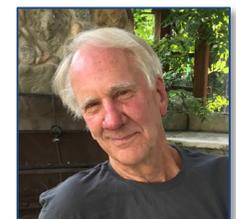
Nicholas Byler, P.G., DMS Access and Hydrogeologist

Nick is a hydrogeologist who has spent much of his nine years at HydroMetrics/M&A working on field tasks, data collection and report preparation within the Santa Cruz Mid-County Basin. He has worked closely with City of Santa Cruz Water Department, Soquel Creek Water District, and Central Water District staff to obtain groundwater data needed for groundwater management reports. Nick has been using the data management system WISKI for several years and has attended WISKI training courses with Soquel Creek Water District staff. He has been primary staff performing data evaluation for annual reporting on the Soquel Creek monitoring and adaptive management program, the cooperative groundwater management agreement between City of Santa Cruz Water Department and Soquel Creek Water District, and the private well monitoring and mitigation program. He also has extensive experience overseeing drill crews, documenting site operations, and logging drill cuttings at monitoring well and production well sites.



Brook Kraeger, Ph.D., Surface Water Hydrologist

Principal at Linsley Kraeger, Brook is a civil engineer who has worked over the past 35 years on a variety of projects for the City of Santa Cruz and Soquel Creek Water District to help them better understand their water systems. His primary role on the M&A project team will be to evaluate data collected by MGA's surface water and shallow groundwater monitoring well monitoring network to improve understanding of groundwater and surface water interactions in the Basin. In 2002, he helped install six shallow monitoring wells and two stream gauges near the Soquel Creek Water District's Main Street well to measure the creek water level in an effort to evaluate the impact of the well's pumping on creek flows. He worked with Cameron Tana and Mike Podlech to develop the Monitoring and Adaptive Management Plan for Soquel Creek then installed a stream gauge at Nob Hill as part of the plan. Additional work in the Soquel Creek watershed has included studies for direct diversions from Soquel Creek and impacts of using wastewater effluent to supplement creek flow.



Mike Podlech, Aquatic Ecologist

Mike Podlech will serve as the Aquatic Ecologist who will assist M&A with any work related to GDEs. Mike is an independent fisheries biologist with more than 25 years of experience in the investigation and management of biological, physical, and chemical conditions of streams, rivers, lakes, and lagoons throughout California. He has extensive experience in sensitive aquatic resource assessments, watershed management, stream and estuarine restoration, impact analyses, and compliance monitoring. Mike has been the lead fisheries biologist on numerous large CEQA/NEPA projects and regularly engages in Endangered Species Act consultations, including the preparation of Biological Assessments (BA) and Safe Harbor Agreements (SHA). Mike's role on the Monitoring and Adaptive Management Plan to evaluate possible pumping effects on Soquel Creek was to develop a contingency approach for field checking of species during potential pump testing.



2. Understanding of SGMA and Reporting Requirements

SGMA Regulations and Requirements

M&A has secured a reputation as one of the leading firms implementing SGMA across California. Since the act's inception in 2014, M&A staff have been actively involved with SGMA, serving as advisors to DWR, local water agencies, local stakeholders and growers, and non-governmental organizations to develop and direct statewide SGMA policy. Currently developing seven GSPs and assisting with six others, M&A also assisted preparing an alternative submittal and completed three GSPs submitted in January 2020, including the GSP for Santa Cruz Mid-County Basin. This experience provides M&A staff significant working knowledge of SGMA regulations and requirements.

Every groundwater basin is unique, and M&A's involvement in 17 GSPs gives us an appreciation that there is not a "one size fits all" approach to GSP development and SGMA implementation. The end goal of submitting a successful GSP is the same, but the path to get there is very different for each basin. To capitalize on our varying experiences, challenges, and successes across the state, M&A has regular GSP project manager meetings to facilitate information sharing from different perspectives and to enhance our collective knowledge of SGMA regulations and nuances, requirements for reporting, and future GSP updates.

As part of the DWR's SGMA consultant team, M&A has unequalled access to DWR's thought process, concerns and insights on GSP development. During early SGMA implementation, senior M&A staff in California worked with DWR staff regularly to formulate statewide SGMA policy and draft policy documents. Significant activities undertaken as part of this contract include drafting and developing the best management practices and guidance for implementing SGMA; testing the SGMA portal for GSP and data submissions prior to roll-out; strategizing how to identify the most important and critical parts of a GSP; and working with DWR to develop the datasets and information that groundwater sustainability agencies (GSAs) can use in their GSPs. Involvement with DWR in this capacity has enhanced our SGMA expertise and familiarity with GSP best management practices and established close working relationships with high level DWR staff.

Our SGMA knowledge, coupled with our strong working relationship with MGA staff, has resulted in both agency staff and M&A being known throughout the state as leaders in SGMA and GSP development. This is evident by the number of conferences MGA staff and M&A staff have been invited to present at over the past two years.

Key Elements in Successful GSP Development

GSP development is a complex process that needs effective input from stakeholders, GSA Board, agency staff, and consultants. Orchestrating successful development of a GSP requires the following from the collective group involved in GSP development:

- 1. Understanding regulations and requirements.** SGMA is a new act; GSAs rely on and trust their consultant to lead them confidently through the process of GSP development and to make sure all the required elements of a GSP are included. In our experience, having an integrated consultant team that can provide needed technical and legal knowledge to understand SGMA regulations enhances GSP development success. M&A will integrate its understanding of SGMA and GSP regulations and requirements with the knowledge of its subconsultants to provide clear guidance for the annual reports and the five-year update. There most likely will be new guidelines and requirements from DWR in the next year or two: for example, the final sustainable management criteria best management practice guidance is expected to be finalized early next year.
- 2. A clear roadmap for how to develop the GSP.** Managing expectations and keeping the GSP team (consultants and staff) focused on the end goal is critical to meet deadlines imposed by SGMA. A roadmap must include timelines, technical and policy milestones, and flexibility to adapt when needed. Our work on GSPs over the past four years has given us a broad and adaptable view of GSP development. Some GSAs get side-tracked on one aspect of the GSP—for example, the hydrogeologic conceptual model—and fail to recognize there are other important parts of the GSP, notably sustainable management criteria and GSP implementation, that require significant time to complete. A GSP is a policy document informed by technical knowledge, not a technical document informed by some policy. The roadmap needs to allow for enough discussion time to flesh out policy decisions that provide the compass for directing the GSP. A similar roadmap will be needed for preparing the five-year update and developing any amendments to the GSP.

M&A successfully teamed with Mike Podlech and Brook Kraeger on the Soquel Creek Monitoring and Adaptive Management Plan. The seamless integration of these subconsultants and the M&A team will ensure any updates to the GSP for interconnected surface water and groundwater-dependent ecosystems will meet SGMA requirements.

3. **Recognizing that DWR intends GSP development to be based on best available data and science with ongoing improvement during its implementation.** Some GSAs have fallen into the trap of overanalyzing the little data they have, when there are not enough data to make sound decisions. It is preferable to identify where there are inadequate data for GSP development, and to fill those data gaps during GSP implementation. The GSA must accept that the GSP will not be a perfect plan from the start, but, as DWR intended by building adaptive management into the GSP process, basin understanding and the GSP will be improved with expanded monitoring. The next five years is the MGA’s opportunity to make the first of these improvements.

MGA GSP Data Gaps

- New coastal monitoring wells to monitor seawater intrusion in the deepest productive aquifers
- Better spatial distribution of monitoring features for depletion of interconnected surface water

4. **Setting up a GSP development process with defined roles, including a technical group that makes recommendations to the Board.** The MGA set up their GSP development process in an effective way; an advisory committee composed of representatives of the Basin’s stakeholders made recommendations to the MGA Board on the GSP’s key policy decisions. Having more technical Board members on the advisory committee provided beneficial cross-over between the two groups. This structure allowed the Board to operate at a higher level without having to understand complex technical details. Similar structures have been successful in other basins in which M&A has worked. Although not required for the GSP five-year updates, we recommend having a similar process if the five-year update will include amendments to sustainability management criteria.

Key Elements of the GSP Development Process that Result in Successful GSP Implementation

Developing a GSP involves many months of work by stakeholders, GSA Board members, agency staff, and consultants to produce a GSP that addresses all groundwater user concerns and desires for the basin. The positive energy developed during GSP development needs to continue through GSP implementation and not be allowed to wane. Based on our experience in developing multiple GSPs, following are the key elements of the GSP development process that we feel will contribute to successful GSP implementation:

1. **A unified GSA that understands SGMA and can make decisions efficiently.** Providing the Board of Directors with learning opportunities on SGMA and GSP development early provided a solid foundation for the entire GSP development process. It will be important for new Directors who join the Board periodically, and who might not be familiar with SGMA and the GSP, to receive similar opportunities. During the GSP development process, the GSA Board was able to efficiently make many decisions that led to the successful and timely completion of the GSP. Continuing that culture of consensus and timely decision making will help considerably as the MGA moves into the implementation phase of their GSP. Having a Board that has direction and is proactive will ensure incremental progress towards sustainability.
2. **MGA member agency cooperation.** The MGA does not implement projects and management actions. Therefore, the cooperation between member agencies that was vital in preparing the GSP must continue. A recent example of this is the cooperation between Soquel Creek Water District and the City of Santa Cruz

regarding planning for Pure Water Soquel within the framework of the GSP. Management actions are an example of where cooperation between agencies is critical since the actions of one agency has the potential to unknowingly impact another agency or groundwater user. Also, continued member agency cooperation can facilitate an integrated approach to water management where each agency can benefit from each other's water management efforts such as Integrated Regional Water Management Plans, Urban Water Management Plans, and stormwater management plans.

3. **Outreach to the basin's groundwater beneficial users.** Changes in sustainable management criteria that may be needed during GSP implementation will need input from the basin's groundwater beneficial users and stakeholders. Outreach to the basin's groundwater beneficial users and stakeholders during the GSP development process, and the resulting relationships that were formed, are important for GSP implementation success. Fostering these relationships will ensure that the stakeholders remain part of the GSP implementation process and have a forum to: 1) provide feedback on how they are benefiting from changing groundwater conditions in response to plan implementation, 2) keep apprised on sustainability progress, and 3) provide input to updates to the GSP.
4. **Data Management System to Streamline Annual Reporting.** Although many GSAs have not yet fully implemented their data management systems (DMS), those with functioning DMS's have found great benefits for annual reporting. Having a customizable DMS allows for standard reports and charts to be efficiently generated as supporting information for annual reporting. Additionally, if the data in the DMS is updated regularly throughout the year, the data can be served to a web map and dashboard that can communicate to basin stakeholders the status of sustainability in the basin.

Nick Byler, P.G., trained directly with Soquel Creek Water District staff to gain proficiency on their WISKI system. Nick's knowledge of this system has enabled M&A to efficiently manage the necessary reporting aspect of GSP development.

Project Approach

With the overall purpose of supporting the MGA with GSP implementation and reporting over the next five years, our approach to the four tasks included in the RFQ is as follows:

The **Annual Reporting** process will leverage the power of the DMS to streamline reporting with data reports generated directly from the DMS once it is functioning. In the meantime, M&A will request all required data from each of the water agencies as it has done in the past. We will streamline the reporting process by using templates developed for the first annual report for charts and tables. For continuity, we have included staff who worked on the first annual report as part of the project team. This includes staff that can update the model and extract change of groundwater in storage maps as required for the annual report. We strive to continually improve our reporting and will make improvements to the second annual report and subsequent annual reports based on feedback from DWR and others. To make the annual report more accessible to the public, we recommend creating a factsheet or easy-to-read graphical page for the MGA website that summarizes how groundwater conditions in the Basin are doing compared to sustainable management criteria during the implementation period.

Technical hydrogeologic support beyond annual reporting will include evaluating data from new monitoring features for potential updates to the GSP. Anticipated potential updates related to new monitoring features includes the following:

1. Groundwater elevation proxies for the seawater intrusion sustainability management criteria at new coastal monitoring wells in the deepest productive aquifers. Groundwater elevation proxies for the new Tu-unit well at Soquel Point will likely be based on the screen elevation information and the Ghyben-Herzberg principle, because modeling is not expected to improve estimates in the Tu-unit just above the granitic basement. Additional cross-sectional modeling for the new AA-unit well at Escalona (SC-3) may be considered to be consistent with how probabilistic groundwater elevation proxies have been estimated for nearby monitoring wells in the Purisima.
2. Estimates for interconnected surface water depletion and groundwater elevation proxies based on data from new stream gages and shallow groundwater wells. We will evaluate pertinent data for a relationship between streamflow, shallow groundwater levels, and pumping. Brook Kraeger will bring a fresh perspective based on years of experience in the Basin watersheds to these evaluations. A possible new approach may be to develop a small, refined model specific to groundwater /surface water interactions to help evaluate the relationship. Other possibilities for studying the interactions include temperature tracer studies similar to what we have done in Olympic Valley (described below). Mike Podlech will provide the necessary expertise to reassess groundwater dependent ecosystems, if needed.

Other evaluations that we are prepared to provide include helping evaluate new airborne electromagnetic (AEM) data. We will use the AEM data to evaluate changes in seawater intrusion since the last AEM survey and provide context to the data based on the ramifications for Basin management as presented to the MGA Board in 2018.

Potential **groundwater modeling** for the MGA beyond updates for the annual reports includes the following:

1. Update calibration to shallow groundwater levels and streamflows, based on multiple years of additional data from new monitoring features.
2. Update calibration to inland groundwater levels based on multiple years of data from representative monitoring points included in the GSP.
3. Refine model layers to distinguish Purisima DEF and F units separately if simulation of Purisima DEF groundwater levels to planned projects is necessary. As of Water Year 2019, monitoring well SC-8D in the DEF unit met the groundwater elevation proxy for seawater intrusion, so such refinement is not currently necessary.
4. Evaluate projects or management actions not being evaluated by MGA member agencies.

We expect groundwater modeling of most projects and management actions in the GSP to be funded by the member agencies planning those projects and management actions. We have existing contracts and/or proposed scopes to Soquel Creek Water District and City of Santa Cruz Water Department for these tasks.

Updates of the model to incorporate data collected as part of those project evaluations will likely also be funded by the member agency sponsoring the specific projects.

Our approach to **SGMA Program Developments and DWR Consultation** has partly been included earlier in this SOQ, where we described how we have consulted regularly with high-level DWR staff on SGMA since its enactment in 2014. Additionally, M&A attends regular meetings of various organizations around the state where SGMA developments and DWR support of GSAs are discussed with DWR staff. These include: Association of California Water Agencies (ACWA) groundwater committee meetings, Northern California Water Association (NCWA) Groundwater Task Force, and the Groundwater Resource Agency of California (GRA) meetings. We ensure our clients benefit from those meetings by preparing and sharing meeting notes. Apart from the aforementioned meetings, M&A always has a presence at each year’s two ACWA conferences, GRA’s annual GSA Summits, GRA’s annual conferences, and annual California Water Law Symposium.

Since the upcoming **Five-Year Update** will be the first of its kind for MGA, we do not have a document to use as a starting point. However, our work on the PV Water five-year update over the next two years will give us an early preview of the process. We will follow the requirements in SGMA listed in the adjacent box but will also continue our regular communications with DWR to ensure we are informed on requirements that are developed over the next few years. We expect that DWR may hold some future information sessions on the topic, similar to what they did with providing support for GSP development.

Regulatory Requirements for Five-Year Update

Describe or evaluate:

- Groundwater conditions
- Project implementation
- GSP elements, incl. SMC
- Water use changes
- Monitoring network
- New information
- MGA actions
- MGA enforcement
- GSP amendments
- Agency coordination
- Other information required by DWR

At M&A, quality work and quality work products are of the utmost importance. We recognize everything that goes out the door represents us; employees take pride in the reputation that we have earned through consistent attention to quality. To ensure and control quality, M&A maintains a team of experienced professionals, emphasizes interim review of work in progress, and requires senior staff to review work products developed by staff professionals. Our QA/QC process is divided into three key components that all work together to maintain quality: project launch, progress tracking, and project deliverables. Each step of the process is supported by our propriety project management tracking system, which provides project managers (PMs) with real-time budget and schedule information tracking. Projects are budgeted and tracked by task, and the system alerts PMs when tasks reach predetermined expenditure milestones. This project’s senior reviewer (Cameron Tana) will conduct a technical review of the draft deliverable, and then a member of the deliverables team conducts an editorial review of the draft prior to client submittal. The editorial review consists of proofreading; editing for clarity and consistency of style; verifying abbreviations, acronyms, and references; checking table numbers, figure numbers, captions, and cross-references; and updating the table of contents.

3. Experience with Similar Projects

GSP Development and Reporting

M&A was involved in preparing three GSPs for critically overdrafted basins for submittal in January 2020 and assisted with preparing an Alternative Plan approved by DWR. M&A is currently preparing or providing technical and policy support for 13 GSPs with January 2022 submittal deadlines. M&A’s role has included a range of tasks from GSP lead to providing technical support for sustainable management criteria and groundwater modeling. M&A is currently assisting two basins with implementing their GSPs.

Table 1 summarizes our experience with GSPs, including work relevant to the MGA’s GSP development and reporting.

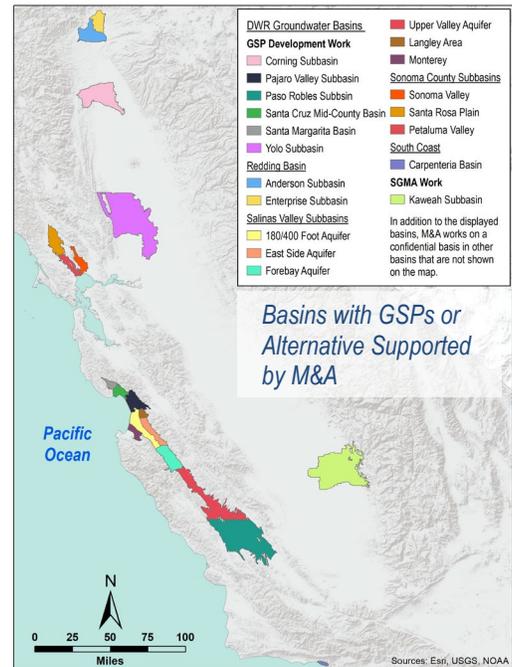


Table 1. M&A Experience with GSP Development and an Alternative Submittal

Basin	Role	Experience Highlights
Corning Subbasin (2022 GSP)	GSP Lead	Developing all applicable SMCs
Kaweah Subbasin (2020 GSP)	GSP Implementation support for Mid-Kaweah GSA	Developed two-year work plan to prioritize implementation activities
Pajaro Valley Subbasin (Alternative Submittal)	Technical Support for Alternative; Technical Lead for Five-Year Update	Assisted with Basin Management Plan Update and submittal approved as Alternative Plan; currently developing seawater intrusion, groundwater levels, and interconnected surface water depletion SMCs for five-year update
Paso Robles Subbasin (2020 GSP)	GSP Lead	Developed water budget from model results and all applicable SMCs
Redding Basin (2022, 2 GSPs)	SGMA Policy Advisor	Advising on SMC development
Salinas Valley (1 2020 GSP, 5 2022 GSPs)	GSP Lead	Developed all applicable SMCs including seawater intrusion and interconnected surface water depletion; uploaded GSP and monitoring data into SGMA Portal for 2020 GSP; prepared and submitted First Annual Report for 2020 GSP
Santa Cruz Mid-County Basin (2020 GSP)	Technical Support Lead	Developed seawater intrusion, interconnected surface water depletion, and groundwater levels SMC; uploaded GSP and monitoring data into SGMA Portal; prepared and submitted First Annual Report
Santa Margarita Basin (2022 GSP)	GSP Lead	Developing SMC for all applicable sustainability indicators; preparing GSP and supporting documentation
Sonoma County (2022, 3 GSPs)	Technical Support Lead, including Modeling Support	Advising on SMC development and preparation of water budgets from model results
Yolo Subbasin (2020 GSP)	Technical Support	Prepared the hydrogeologic conceptual model and basin conditions section of the GSP

Groundwater Modeling and Hydrologic Technical Services Pertinent to SGMA Related Planning and Reporting

M&A has either developed, improved, or used existing groundwater models for the majority of GSPs we have been involved in. All the GSPs we have worked on, listed in Table 1, have required application of technical hydrogeology as briefly described under the experience highlights column. Table 2 summarizes our modeling experience related to planning and reporting on SGMA projects.

Table 2. M&A Experience with Groundwater Modeling and Hydrologic Technical Services Pertinent to SGMA-Related Planning and Reporting

Project	Experience Highlights
Carpinteria Basin GSP Support	Developed the groundwater model in 2012 and now updating the model for use in developing the GSP including implementation of a climate change scenario
Corning Subbasin GSP Support	Overseeing and assisting a subconsultant responsible for groundwater modeling
Paso Robles Subbasin GSP	Reviewed an existing model and identified some needed upgrades; used the model to estimate future water budgets and future sustainable yield; used the model to conceptually examine benefits from potential projects
Santa Cruz Mid-County Basin Model	Developed an integrated groundwater/ surface water model (GSFLOW) to aid in GSP development, specifically, SMC and projects and management actions; updated the model with climate data, metered pumping and injection, and estimates of non-municipal pumping through Water Year 2019 for purposes of estimating change of groundwater in storage for the First Annual Report
Santa Margarita Basin GSP	Updated and improved an existing groundwater model to be used for developing SMC and evaluate basin impacts from projects and management actions
Seaside Basin Watermaster	Under SGMA, adjudicated basins are required to report overall change in groundwater storage volume that takes place each year starting April 1, 2016; M&A staff has provided this analysis using annual groundwater elevation contour maps and aquifer properties from WY 2015 – 2020
Sonoma County GSPs	Groundwater model assessments and revisions for 3 subbasins (Santa Rosa Plain, Sonoma Valley, Petaluma Valley) including GSFLOW for Santa Rosa Plain; using the models to develop water budgets for each subbasin; assist agency staff with scenarios modeling for SMC verification and projects and actions

Hydrogeologic and Groundwater Numerical Models for Surface Water and Groundwater Planning Purposes

Most groundwater flow models M&A develops are used for groundwater management, since models are the ideal tool for assessing impacts to basin conditions from different projects and management actions. Notably most the models we work on are basin-wide models. Some of the models we have developed include a surface water component to the model. The groundwater model we developed for the MGA in support of the GSP is an integrated groundwater / surface water flow (GSFLOW) model that is an example of a model that couples two different USGS models into an integrated model. This is a much more efficient system than having separate models for surface water and groundwater that are not coupled. A selection of our basin-wide modeling projects we have recently been involved with are provided in Table 3.

Table 3. M&A Experience with Groundwater Modeling for Surface Water and Groundwater Planning Purposes

Client	Project	Experience Highlights
Central Water District	Aromas and Purisima Basin Management Technical Study	Information from the CWD model has been incorporated into the Santa Cruz Mid-County Basin's GSFLOW model
Kings River Conservation District	Kings Basin Groundwater Model Development	Migrated from an older model to the State of California's most recent version of Integrated Water Flow Model (IWFM); calibrated the Irrigation Demand Calculator independently of the IWFM for 13 soil types and nine crop types; the revised model was a successful improvement over previous models, and has been used to estimate groundwater impacts from future water management plans
Monterey One Water	Pure Water Monterey	Provided modeling support through hydrogeological modeling and analysis for the Pure Water Monterey aquifer recharge project which will involve replenishment of advanced purified recycled water within the Seaside Basin
Pajaro Valley Water Management Agency	Pajaro Valley Basin Management Plan (BMP)	Simulated project alternatives using the Pajaro Valley Hydrologic Model developed by the U.S. Geological Survey that incorporated the Farm Process program; evaluated and presented model results for the BMP's selected alternative that showed that the alternative will eliminate overdraft in the most productive aquifers and reduce seawater intrusion by more than 90% in those aquifers
City of Roseville	Water Future Initiative	Modeling to support an Indirect Potable Reuse (IPR) project to evaluate expected benefits and impacts of the project and evaluating ability to meet Title 22 permitting requirements
City of Santa Cruz	Aquifer Storage and Recovery	Evaluated basin impacts from various ASR configurations in both the Santa Cruz Mid-County and Santa Margarita Basin using each basin's groundwater flow model
Seaside Basin Watermaster	Seaside Basin Groundwater Flow Model	Developed a groundwater flow model in 2009 that has been updated and recalibrated in 2018; the model is used extensively to evaluate seawater intrusion potential based on various proposed projects and management actions within the basin
Soquel Creek Water District	Pure Water Soquel	Updated Santa Cruz Mid-County Basin model based on pilot well information and revised planned pumping distribution to meet sustainability goals. Used model to estimate underground retention times of purified water to meet Title 22 permitting requirements
Squaw Valley Public Service District	Groundwater Basin Water Supply Plan and Groundwater Model	Developed a basin-wide groundwater model that could be used for management and planning; adapted the initial model to help address new concerns; directed the project team's study of groundwater management alternatives as the main option in a plan to increase the water supply; model was used to support the water supply analyses, develop pumping strategies that maximize long-term basin yield, and to identify locations of new wells that the SVPSD may use to increase water supply
Zone 7 Water Agency	Zone 7 Water Agency Groundwater Model	Advised on approach for developing new estimates for areal recharge; upgraded the model from a commercial version of MODFLOW to public domain MODFLOW NWT; guided software development to add capability to simulate transport in lakes and streams; the updated, upgraded, and calibrated groundwater model is now used in support of multiple salt management projects

In addition to developing and using models for surface water and groundwater planning purposes, the M&A team has field and analytical experience evaluating groundwater/surface water interactions pre-SGMA. These include:

- ***Squaw Creek Stream-Aquifer Interactions***
M&A staff conducted fieldwork for Squaw Valley Public Service District using 8 depth-specific temperature sensors in six temporary probes installed in Squaw Creek; used those data to quantify flow between Squaw Creek and the underlying groundwater system; the study informed an update and recalibration of the groundwater model for the Olympic Valley Basin.
- ***Soquel Creek Water District/City of Santa Cruz Monitoring & Adaptive Management Plan***
As an improvement measure to the District's Well Master Plan EIR and to support the City of Santa Cruz Water Department's Beltz 12 well installation, M&A, Brook Kraeger, and Mike Podlech collaborated to develop the plan to evaluate whether there are observable impacts from new pumping on Soquel Creek streamflow.
- ***Investigation of Soquel Creek Stream-Aquifer Interactions***
Brook Kraeger prepared a status report for Soquel Creek Water District on shallow groundwater monitoring and surface water stage recordings. This study involved the collection of detailed surface and shallow ground water level elevation to evaluate production well operations on stream flow.
- ***Soquel Creek Stream Channel Infiltration***
Brook Kraeger conducted a channel infiltration or accretion study for Soquel Creek Water District that paired up and down stream flow measurements in September and October of 1984 to assess if the lower Soquel Creek flows were gaining or losing to ground water extraction.
- ***San Lorenzo River Watershed Conjunctive Use Plan***
Mike Podlech supported the San Lorenzo Valley Water District (SLVWD) and County of Santa Cruz in the development of a Conjunctive Use Plan. The plan identified opportunities for improving the reliability of SLVWD's water supplies through conjunctively managing its surface and groundwater sources, while increasing stream baseflows for steelhead and Coho salmon in the San Lorenzo River watershed. Mr. Podlech prepared a fisheries effects analysis of 22 potential conjunctive use scenarios and is currently developing the final plan for this Wildlife Conservation Board-funded effort.

Experience Working as Part of a Multi-Agency Project Team

The statewide groundwater sustainability planning effort underway for the past several years has brought water management agencies together to form GSAs. In some cases, the GSA has its own staff and in other cases, the GSA's member agencies provide staff to guide and support GSP development. M&A has been fortunate to be an integral part of the MGA team that included managers and senior staff from Central Water District, Soquel Creek Water District, the City of Santa Cruz Water Department, Santa Cruz County Environmental Health, and the Regional Water Management Foundation, along with the MGA Board of Directors and an advisory committee. Our work for MGA on SGMA related projects builds on groundwater management projects we have successfully completed for groups of these agencies in the past, such as Cooperative Groundwater Management Agreements, Soquel Creek Monitoring and Adaptive Management Program, annual reports,

model development, and basin boundary modification for the Basin Implementation Group and Soquel-Aptos Groundwater Management Committee. Having long-standing strong working relationships with each of these agencies greatly benefits the multi-agency project team dynamic.

A similar model to that used by the MGA is followed by the Santa Margarita Groundwater Agency (SMGWA) where M&A is part of a team that includes managers and senior staff from San Lorenzo Valley Water District, Scotts Valley Water District, the City of Santa Cruz Water Department, and Santa Cruz County Environmental Health, along with the SMGWA Board of Directors. Since there is some overlap with the agencies for both the MGA and SMGWA, this has been to the benefit of the SMGWA.

M&A also has experience working on GSPs where there are multiple GSAs, which adds a different level of complexity to GSP development. Basins from Table 1 where there are multiple GSAs for one basin include: Paso Robles (four GSAs) and Salinas Valley Monterey Subbasin (two GSAs), Salinas Valley Forebay Subbasin (two GSAs), and Corning Subbasin (two GSAs).

“ Montgomery & Associates has been an exceptional consulting firm to work with. They are professional, flexible, working relentlessly, adapting to every need we have with our multiple GSPs. ”

*-Gary Petersen, Former General Manager
Salinas Valley Basin GSA*

Project Examples

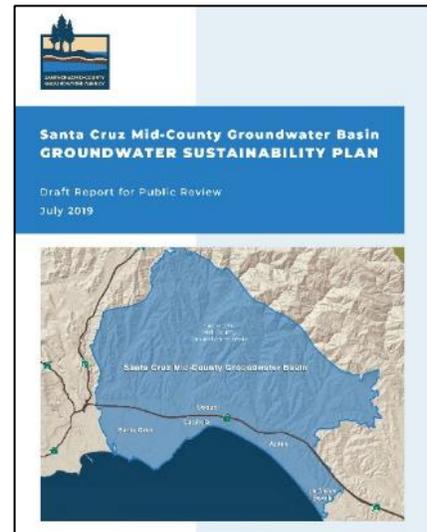
Santa Cruz Mid-County Basin Groundwater Sustainability Plan

M&A provided technical assistance to the Santa Cruz Mid-County Groundwater Agency to develop the Groundwater Sustainability Plan submitted January 2020

Client:	Santa Cruz Mid-County Groundwater Agency (MGA)	Timeframe: 2017–Jan 2020
Location:	Santa Cruz Mid-County Basin, Santa Cruz County	
Team Members:	Cameron Tana, Georgina King, Hanieh Haeri, Nick Byler, Patrick Wickham, Luis Mendez	

M&A provided technical assistance to the Santa Cruz Mid-County Groundwater Agency (MGA) for GSP development. Much of the work involved developing and presenting options for sustainable management criteria to the GSP advisory committee. Included in this contract was development of sustainability criteria for chronic lowering of groundwater levels, seawater intrusion, water quality, and surface water depletion. M&A also conducted groundwater modeling to develop water budgets and assess the expected benefits of various groundwater management projects or actions. M&A staff worked closely with the executive team of the MGA’s member agencies, a facilitation firm, and agency staff members to develop the sustainable management criteria and other required elements of the GSP. Most of this work was presented to the GSP advisory committee by M&A staff, and subsequent iterations of the criteria were developed based on input received from the advisory committee.

The MGA adopted the GSP in November 2019 and submitted it to DWR in January 2020. M&A prepared the first annual report for the GSP for submittal to DWR in March 2020. M&A also was responsible for upload of the final GSP and first annual report, along with supporting documents and data, to the SGMA Portal.



Applicability and Relevance to Services Required by the MGA:

- Long-standing experience working with the MGA member agencies
- Development of the groundwater model used to inform sustainability management criteria and evaluate impacts from projects and management actions
- Understanding of methodology used to develop water budget and sustainable yield
- Understanding of methodology used to develop sustainability management criteria
- Evaluation of progress toward achieving sustainability goals in first annual report
- Familiarity with SGMA Portal and good working relationship with DWR staff implementing the Portal

Pajaro Valley Subbasin Five-Year Update

M&A is providing technical assistance to the Pajaro Valley Water Management Agency to develop the required five-year update and address comments received from DWR on their alternative to a Groundwater Sustainability Plan.

Client:	Pajaro Valley Water Management Agency (PV Water)	Timeframe: Jun 2020–Jun 2022
Location:	Pajaro Valley Subbasin, Santa Cruz, Monterey & San Benito Counties	
Team Members:	Cameron Tana, Georgina King, Patrick Wickham, Luis Mendez	

M&A is providing technical assistance to PV Water for their alternative GSP to fully meet GSP requirements as part of their first five-year plan update.

M&A also prepared PV Water’s first annual report for the alternative GSP for submittal to DWR in March 2018.

The Sustainable Groundwater Management Act (SGMA) identified PV Water as the exclusive Groundwater Sustainability Agency (GSA) for the Subbasin and gave PV Water the option to submit existing management plans as an alternative to developing a Groundwater Sustainability Plan (GSP). PV Water submitted the Basin Management Plan Update as its Alternative Plan to California Department of Water Resources (DWR), which approved the Alternative Plan in 2019.



Because the Basin Management Plan Update was developed prior to SGMA’s enactment, it could not foresee, and therefore does not meet, all specific GSP requirements. DWR included 10 recommendations with its approval of the Alternative Plan, which PV Water plans to incorporate into its five-year update of the Alternative Plan in order to meet the GSP requirements.

Applicability and Relevance to Services Required by the MGA:

- Evaluation of approaches to estimating depletion from interconnected surface water
- Development of SMC for depletion of interconnected surface water, chronic lowering of groundwater levels, and seawater intrusion
- Use of groundwater flow models to support GSP development, implementation, and reporting
- Having developed the SMC for the Pajaro Valley Subbasin, M&A will be able to fully understand PV Water’s SMC and their relevance to the Santa Cruz Mid-County Basin
- Will have completed and submitted Five-Year Update prior to commencing with MGA’s Five-Year Update

Santa Margarita Basin Groundwater Sustainability Plan

M&A is providing technical assistance to the Santa Margarita Groundwater Agency to develop a Groundwater Sustainability Plan to be submitted January 2022

Client:	Santa Margarita Groundwater Agency (SMGWA)	Timeframe: 2018–2022
Location:	Santa Margarita Basin, Santa Cruz County	
Team Members:	Georgina King, Cameron Tana, Derrik Williams, Patrick Wickham, Luis Mendez	

M&A is the lead consultant responsible for preparing a Groundwater Management Plan (GSP) for the Santa Margarita Groundwater Basin by January 2022. The GSP describes the Basin’s physical attributes related to groundwater, surface water, and land use; develops sustainable management criteria that take into account interests of the Basin’s beneficial groundwater uses and users; and identifies a group of projects and management actions that will allow the Basin to achieve sustainability within 20 years of GSP adoption (2042) and to maintain sustainability for an additional 30 years beyond 2042.



Part of the scope of work is to improve an existing groundwater flow model of the Basin. The model is a key tool in preparing a GSP that meets the state’s requirements. Specifically, the model is needed to help improve understanding of surface water / groundwater interactions in areas where there are no data, understand the impacts of climate change on groundwater, provide volumes for many components of the water budget, and to simulate how the Basin responds to future projects and management actions that are needed to achieve the Basin’s sustainable goals.

Applicability and Relevance to Services Required by the MGA:

- Development of SMC for depletion of interconnected surface water and chronic lowering of groundwater levels
- Having developed the SMC for the Santa Margarita Basin, M&A will be able to fully understand the SMC and their relevance to the Santa Cruz Mid-County Basin
- Same DWR representative as Santa Cruz Mid-County Basin
- Overlap in member agencies for both basins
- Once developed, the two basins will have a shared Data Management System (WISKI)
- Groundwater modeling in support of GSP development and implementation

4. Client References

Client:	Soquel Creek Water District	Contact:	Ron Duncan, General Manager
Email:	RonD@soquelcreekwater.org	Phone:	(831) 475-8501 , Ext. 144
Client:	Scotts Valley Water District	Contact:	Piret Harmon, General Manager
Email:	PHarmon@svwd.org	Phone:	(831) 600-1902
Client:	Pajaro Valley Water Management Agency	Contact:	Brian Lockwood, General Manager
Email:	Lockwood@pvwater.org	Phone:	(831) 722-9292

Appendix A. Resumes

OFFICE: Oakland

YEARS OF EXPERIENCE

Total: 28 | M&A: 12

EDUCATION

M.S., Geohydrology,
Rhodes University,
Grahamstown, South
Africa (1997)

B.S., Engineering
Geology, University of
Natal-Durban, Kwazulu-
Natal, South Africa, (1992)

B.S. Geology, University of
Natal-Durban, Kwazulu-
Natal, South Africa, (1991)

KEY AREAS OF EXPERTISE

Groundwater basin
management

Hydrogeologic
characterization

Groundwater recharge

Groundwater quality

Geographical Information
Systems and database
management

PROFESSIONAL REGISTRATIONS

Registered Professional
Geologist #8023, CA

Certified Professional
Hydrogeologist #874, CA

ADDITIONAL TRAINING

Postbaccalaureate
Certificate in GIS, Penn
State (2016)

Georgina King was educated in South Africa and spent her early career years with the South African Department of Water Affairs as Assistant Director of groundwater resources for the province of KwaZulu-Natal. She was responsible for technical aspects of managing groundwater, such as establishing a regional monitoring network, enhancing rural water supply, and developing regional hydrogeological maps. Since 2000, Georgina has worked in California and focused on developing, managing, and protecting groundwater resources. She is experienced in managing and conducting technical studies on basin-wide groundwater management, large-capacity public water supply projects, sustainable yield, and groundwater modeling projects. She has extensive experience in developing and managing geographic information systems (GIS) and databases, which she applies to many of her projects.

Representative Projects

Groundwater Sustainability Planning: Santa Margarita Groundwater Agency (SMGWA) Santa Margarita Groundwater Basin, Santa Cruz County, CA

Currently project manager responsible for overseeing all aspects of the Santa Margarita Basin GSP to be completed by January 2022; oversees all technical work for the GSP including update and expansion of a groundwater flow model, guiding the SMGWA Board through the process of basin understanding and developing sustainability management criteria, and managing and guiding subconsultants responsible for surface water interactions and projects and management actions.

Groundwater Sustainability Planning: Pajaro Valley Water Management Agency GSP-Alternative Update, Hydrologic and Facilitation Services. Pajaro Subbasin, Santa Cruz, Monterey, and San Benito Counties, CA

Currently advising on development of sustainable management criteria for its first five-year update to the alternative in response to the California Department of Water Resource (DWR) assessment summary on PV Water's alternative GSP.

Groundwater Sustainability Planning: Santa Cruz Mid-County Groundwater Agency (MGA) First Annual Report, Santa Cruz Mid-County Groundwater Basin, Santa Cruz County, CA

Assisted preparation of the first Annual Report as a requirement of GSP implementation; including submitting all required monitoring well data and Annual Report to the DWR SGMA Portal.

Groundwater Sustainability Planning: Santa Cruz Mid-County Groundwater Agency (MGA) GSP Development, Santa Cruz Mid-County Groundwater Basin, Santa Cruz County, CA

Technical lead developing sustainable management criteria for the GSP; technical presenter at monthly GSP Advisory Committee meetings; assisted MGA staff with scoping, budgeting, and scheduling work required to meet the January 2020 deadline for high priority basin GSPs; assisted MGA staff prepare the draft and final GSP; and submitted all required monitoring well data and GSP documents to the DWR SGMA Portal.

Groundwater Sustainability Planning: Pajaro Valley Water Management Agency Pajaro Basin Alternative GSP Submittal, Monterey County, CA

Served as technical lead preparing an alternative GSP submittal for Pajaro Valley Water Management Agency based on previous modeling work, Basin Management Plan, Salt & Nutrient Management Plan, and other agency planning documents.

Estimate Annual Change in Groundwater Storage for SMGA Reporting to DWR: Seaside Basin Watermaster Seaside Basin, Monterey County, CA

Ongoing since 2016, estimated the annual change in storage for the Seaside Basin's two aquifers per SGMA requirements for adjudicated basins.

Groundwater Sustainability Planning: Fox Canyon Groundwater Management Agency Groundwater Sustainability Plans, Ventura County, CA

Served as Project Manager in developing GSPs for four groundwater basins in Ventura County; served as point of contact for the client, managed subconsultants and managed schedule and budget. Technical work involved directing subconsultants on basin characterization and the initial development of sustainable management criteria.

Groundwater Review and Reports: Soquel Creek Water District Soquel-Aptos Basin, Santa Cruz County, CA

Involved in preparing annual groundwater review and reports per Groundwater Management Plan requirements from 2009 through 2016; developed seasonal groundwater contour maps and oversaw or prepared report maps and figures.

Conducted Feasibility Study, Soquel Creek Water District Stormwater Recharge Feasibility, Seascapes, Santa Cruz County, CA

Managed and conducted a feasibility study for the capture and use of stormwater as source water for dry wells at several locations at a golf course; quantified volume of stormwater available and how much can potentially be recharged into the groundwater basin.

Monitoring Well Installation: Soquel Creek Water District 2014 Replacement and New Monitoring Well Project, Santa Cruz County, CA

Managed a project comprising eight replacement monitoring wells, five new monitoring wells, and eight monitoring well destructions; prepared technical specifications according to County requirements, selected bids, managed field staff, and prepared monitoring well reports.

Model Development: Santa Cruz Mid-County Groundwater Agency Groundwater Model, Santa Cruz County, CA

Contributed to the development of an integrated surface water and groundwater flow model for the Santa Cruz Mid-County Groundwater Basin; assisted with development of the surface water/watershed model PRMS and provided estimates of private water use in the basin where there is no metering; estimated return flow for municipal, agricultural, and private water use.

Model Development: Soquel Creek Water District Groundwater Recharge Estimate, Santa Cruz County, CA

Developed a Precipitation-Runoff Modeling System (PRMS) model for the Soquel-Aptos area. The model was constructed using GIS data and calibrated to streamflow. The rainfall-recharge established by the model is used to determine criteria for justifying drought curtailment.

OFFICE: Oakland

YEARS OF EXPERIENCE

Total: 21 | M&A: 16

EDUCATION

M.Eng., Civil and Environmental Engineering, Massachusetts Institute of Technology (1999)

B.S., Civil and Environmental Engineering, Stanford University (1998)

A.B., Economics, Stanford University (1998)

KEY AREAS OF EXPERTISE

3D groundwater flow and transport models

Groundwater basin management

Groundwater recharge

Analysis of pumping impacts

Inverse methods for calibrating numerical models

Estuarine hydrodynamics models

PROFESSIONAL REGISTRATIONS

Registered Professional Engineer (Civil) #C65822, CA

Cameron Tana is an experienced hydrologist whose focus is on assisting public agencies in California to manage their groundwater resources. Cameron uses analytical tools and numerical models to address his clients' challenges and is particularly adept at selecting and implementing the analytical tools best suited to tackle specific ground and surface water issues. Cameron excels at communicating technical findings to advance groundwater management, taking into account legal, economic, and political challenges.

Cameron is a member of the American Water Works Association and has served as chair of the California-Nevada Section's Water Well Technology Committee, and is currently secretary of the Water Resources Division. He is also a member of the Association of California Water Agencies' Groundwater Committee.

Representative Projects

SGMA Implementation: Santa Cruz Mid-County Groundwater Agency (MGA) Santa Cruz Mid-County Groundwater Basin, Santa Cruz County, CA

Presented an overview of groundwater hydrology and groundwater management activities to the Santa Cruz Mid-County Stakeholder Advisory Committee; led successful application to the Department of Water Resources to revise basin boundaries to consolidate portions of the four basins into the Santa Cruz Mid-County; coordinated between MGA members and neighboring agencies to ensure basin boundary modification applications in were consistent; assisted with MGA's notification of its formation as a Groundwater Sustainability Agency to the state and represented MGA in Central Coast advisory group meetings with the California Department of Water Resources; guided presentations on basin conditions and groundwater modeling as part of orientation sessions for the Groundwater Sustainability Plan Advisory Committee and provided technical support for development of sustainability management criteria; presented to the MGA Board on groundwater management ramifications of airborne geophysical data identifying location of saltwater interface offshore; drafted subsections of the Groundwater Sustainability Plan.

Groundwater Charge Evaluation: Santa Clara Valley Water District Groundwater Support for Conjunctive Use Benefit Study, Santa Clara County, CA

Evaluated the District's groundwater production charges; estimated the economic benefit of in-lieu recharge to the groundwater basin from including treated surface water in the supply portfolio; evaluated the groundwater infrastructure and managed the cost estimates for developing additional groundwater infrastructure.

Groundwater Benefit Zone Update: Santa Clara Valley Water District Groundwater Benefit Zone Study, Santa Clara County, CA

Led a team to evaluate and revise the District's groundwater benefit zones that provide the basis for its groundwater charges; developed study methodology to evaluate areas that benefit from the District's in-lieu and managed recharge activities; planned meetings with stakeholder groups and presented study plans; managed preparation of zone revisions for adoption by Board.

**GSFLOW Model Development: Santa Cruz Mid-County Groundwater Agency
Santa Cruz Mid-County Basin Integrated Watershed-Groundwater Model, Santa Clara County, CA**

Managed development of a GSFLOW model of the Santa Cruz Mid-County Basin that integrates groundwater flow with watershed processes; directed strategy for updates to the basin conceptual model, model construction, incorporation of projected climate change, estimates of non-metered pumping and return flow, and calibration to streamflows and groundwater; led Technical Review Committee meetings and presented to the Agency Board on model development progress; managed preparation of reports documenting model construction and simulations of projects and management actions for inclusion in the GSP.

**Groundwater Model Simulations of Aquifer Storage and Recovery (ASR): City of Santa Cruz
Santa Cruz Mid-County Basin and Santa Margarita Basin ASR, Santa Cruz County, CA**

Managed use of GSFLOW model of the Santa Cruz Mid-County Basin and MODFLOW model of the Santa Margarita Basin to evaluate feasibility of ASR to provide drought supply for City of Santa Cruz. Provided guidance to development of pumping and injection scenarios, selection of climate change scenarios, and preparation of figures for model results.

**Groundwater Model Development: Central Water District
Aromas and Purisima Basin Management Groundwater Model, Santa Cruz County, CA**

Evaluated groundwater management alternatives that address water quality issues such as Chromium VI and seawater intrusion; directed the use of GIS to estimate return flow and private pumping based on land use, processing of output from a Precipitation Runoff Watershed Model for areal recharge and upgradient flux, and simulation of boundary conditions based on groundwater level data.

**Groundwater Model Updates and Calibration: Santa Margarita Groundwater Agency
Santa Margarita Basin Groundwater Model, Santa Cruz County, CA**

Provided senior advice and review for updates and calibration of MODFLOW model; model was calibrated to groundwater elevations, streamflows, and stream accretion data. Presented to Agency Board on model updates and calibration to support GSP development.

**Groundwater Model Review, Updates, and Utilization for GSPs: Sonoma County Water Agency
Santa Margarita Basin Groundwater Model, Santa Cruz County, CA**

Provided senior advice and review for technical review and updates of GSFLOW model for Santa Rosa Plain Subbasin and MODFLOW-OWHM models for Sonoma Valley and Petaluma Valley Subbasins. Reviewed preparation and documentation of water budget results from models. Provided guidance on selection of climate change scenario for model simulations of future conditions for GSPs and presented to joint advisory committee meeting. Prepared description of use of models to evaluate depletion of interconnected surface waters and preliminary approach to development of seawater intrusion sustainable management criteria.

Applicable Presentations

Sustainable Management Criteria to Manage Seawater Intrusion along the Monterey Bay.

Tana, C., 2020, University of California Cooperative Extension Introduction to Groundwater, Watersheds, and Groundwater Sustainability Plans: An Online Short Course. Online, June 18

Evaluating Climate Change Scenarios for Groundwater Sustainability Plans to Address Local Considerations.

Tana, C., Kikuchi, C., Mejia J., Chartrand S., 2019, Groundwater Resources Association of California Western Groundwater Congress, September 19

First Steps in Inter-Basin Coordination for SGMA: Basin Boundary Modification Requests in Santa Cruz County

Tana, C., Culkin, S., Byler, N. Williams, D., 2016, Groundwater Resources Association of California Annual Conference. Concord, CA, September 28-29

OFFICE: San Luis Obispo

YEARS OF EXPERIENCE

Total: 32 | M&A: 16

EDUCATION

M.S., Hydrology,
University of Arizona
(1987)

B.S., Geology, University
of California at Davis
(1982)

KEY AREAS OF EXPERTISE

Groundwater basin
management

3D groundwater flow and
transport models

Groundwater recharge

Conjunctive water
management

Aquifer test analysis

Interagency negotiation
and coordination

Independent technical
review

PROFESSIONAL REGISTRATIONS

Registered Geologist
#6044, CA

Certified Hydrogeologist
#35, CA

Derrick Williams has more than 30 years of experience in applied geology and hydrogeology and excels at assisting clients with integrating technical analyses and institutional challenges to manage their water resources. His project experience includes managing, reviewing, and assisting on water supply, groundwater recharge, wastewater disposal, and hazardous waste remediation projects. Derrick is accomplished in analytical hydrogeology, with extensive interpretation and application of groundwater flow and transport models. He is an expert in aquifer test design and analysis and is experienced in all aspects of groundwater management.

Representative Projects

SGMA Implementation: Salinas Valley Basin GSA
Groundwater Sustainability Plan Development: Monterey County, CA

Managed development and drafting of Groundwater Sustainability Plan for a seawater-intruded subbasin in Monterey County. Guided development of Sustainable Management Criteria that addressed seawater intrusion that has existed for over 70 years. Developed menu of achievable projects and management actions that are necessary to achieve sustainability and are acceptable to local interests. Worked closely with GSA Board of Directors and Advisory Committee to develop consensus on GSP direction and approach.

Currently principal in charge for five additional GSPs in the Salinas Valley. Provided strategic direction to consultants developing the GSPs, presented suggested approaches for attaining sustainability to the GSA Board of Directors and Advisory Groups, and provided final review of all five GSPs.

SGMA Implementation: Mid-Kaweah GSA
Groundwater Sustainability Plan Implementation: Tulare County, CA

Reviewed existing GSP for adherence to SGMA regulations. Provided GSA with recommendations for improving the GSP. Developed a two-year action plan for implementing the GSP and addressing potential deficiencies. Detailed necessary implementation tasks to update the GSP, implement actions identified in the GSP, meet SGMA regulations, and provide for continued administrative and financial security of the GSP. Responded to stakeholder letters and concerns. Currently implementing the two-year action plan, including overseeing model review and update, and development of a water charges accounting framework.

SGMA Implementation: Various GSAs
Groundwater Sustainability Plan Strategic Guidance: Various Counties, CA

Provide strategic guidance for seven GSPs in various counties throughout California. Helped guide GSAs through sustainable management criteria development. Provided interpretation of SGMA regulations and strategic advice on implementing SGMA to address specific, local concerns. Contracted to clients' attorneys for two of the GSPs. Reviewed GSP chapters and SGMA approaches developed by other consultants. Provided attorneys and clients strategic advice on technical and policy issues associated with GSP.

**SGMA Implementation: City of Paso Robles
Groundwater Sustainability Plan Development: San Luis Obispo County, CA**

Managed the development and drafting of the Groundwater Sustainability Plan for the Paso Robles Subbasin in San Luis Obispo County. Led a multi-dimensional team of experts in groundwater hydrology, engineering, community outreach, and groundwater law. Provided technical oversight and strategic advice on Sustainable Management Criteria. Coordinated the concerns of four GSAs into a single, unified document. Met regularly with stakeholders to incorporate concerns into the GSP.

**SGMA Implementation: California Department of Water Resources
Best Management Practice Development, Sacramento, County, CA**

Assisted DWR in developing best management practices (BMP) for implementing SGMA and to assist with developing Groundwater Sustainability Plans (GSPs); met with DWR regularly to formulate statewide SGMA policy and draft policy documents; helped develop DWR's guidance document for sustainable management.

**SGMA Support: Santa Cruz Mid-County Groundwater Agency
SGMA Hydrology Tech Support, Santa Cruz County, CA**

Provided senior guidance for technical and policy support to the Groundwater Sustainability Agency (GSA) for the Santa Cruz Mid-County Basin regarding SGMA; included the GSA formation process and an approved basin boundary modification that combined parts of four basins into a single basin and excluding areas that do not impact groundwater management; led efforts with the newly formed GSA to finalize a schedule and scope for GSP development; included presentations at stakeholder workshops to ensure all stakeholders understood the basin conditions and the requirements of SGMA.

**Groundwater Sustainability Agency Assessment: Butte County Department of Water and Resource Conservation
Butte County GSA Formation, Butte County, CA**

Provided technical assistance regarding GSA development to Butte County as a subconsultant to Kearns and West Inc.; assisted Butte County in assessing the potential interest and concerns of various agencies and groups regarding GSA formation under SGMA; helped develop the outreach materials to ensure that relevant information was collected to guide Butte County's GSA development.

**Groundwater Management for the Soquel-Aptos Basin: Soquel Creek Water District
General Hydrology, Santa Cruz County, CA**

Updated the groundwater management plan; investigated conjunctive use alternatives; provided well master plan EIR support; designed and installed monitoring wells; performed seawater intrusion monitoring; assisted with municipal well rehabilitation and restoration; assisted with negotiating with neighboring agencies.

**Managed Groundwater Model Update: Kings River Conservation District
Groundwater Model, Fresno County, CA**

Managed the groundwater model update for the Kings River Conservation District, which included a reinterpretation of agricultural water demands throughout the region, and of the geologic structure that underpins the model; updated model parameters to more accurately reflect our understanding of the basin's geologic structure.

**Basin Analysis: Pajaro Valley Water Management Agency
Basin Management Plan Analysis, Santa Cruz County, CA**

Led analysis of groundwater management; directed simulation of alternatives using the Pajaro Valley Hydrologic Model developed by the U.S. Geological Survey that incorporated the Farm Process program, which allows detailed and realistic simulations of agricultural pumping and water transfers; evaluated and presented model results for the BMP's selected alternative that showed that the alternative will eliminate overdraft in the most productive aquifers and reduce seawater intrusion by more than 90% in those aquifers.

OFFICE: Oakland

YEARS OF EXPERIENCE

Total: 6 | M&A: 6

EDUCATION

Ph.D., Civil and Environmental Engineering, University of California, Davis (2011)

M.S., Civil and Environmental Engineering, University of California, Davis, (2007)

B.S., Chemical and Petroleum Engineering, Sharif University of Technology, Tehran, Iran (2004)

KEY AREAS OF EXPERTISE

3D groundwater flow and transport models

Conceptual model development

Model calibration using automatic sensitivity analysis and parameter estimation tools, e.g. PEST, UCODE

Surface water modeling

ArcGIS Geographical Information Systems

MATLAB, Python, Fortran and C++

PROFESSIONAL REGISTRATIONS

Engineer in Training
 Certificate #14-649-51

Hanieh Haeri has experience in water resources and environmental consulting with an emphasis on groundwater modeling and quantitative hydrogeology. Hanieh uses numerical models to address clients' challenges in specific ground- and surface-water management issues. Hanieh has a Ph.D. in Civil and Environmental Engineering. The research she conducted over several years at University provided applicable surface water and groundwater modeling solutions to real-world issues.

Representative Projects

GSFLOW Model Development: Santa Cruz Mid-County Groundwater Agency Santa Cruz Mid-County Basin Integrated Watershed-Groundwater Model, Santa Clara County, CA

Provided support to the Santa Cruz Mid-County Groundwater Agency GSP through hydrogeological modeling and analysis of the GSFLOW model of the Santa Cruz Mid-County Basin that integrates groundwater flow with watershed processes. Updated the basin conceptual model, model construction, and calibration to streamflows and groundwater. Conducted data analysis for the Santa Cruz Mid-County Groundwater Agency GSP applying related modeling results to provide annual groundwater budget, and surface water budget for the GSP.

Groundwater Modeling: Santa Cruz Mid-County Groundwater Agency Pure Water Soquel Aquifer Replenishment Project, Santa Cruz County, CA

Provided support to the Soquel Creek Water District through hydrogeological modeling, analysis and document writing for the Pure Water Soquel aquifer recharge project which will involve replenishment of purified recycled water within Soquel Creek Water District's service area.

Flow and Transport Models Development: Zone 7 Water Agency Groundwater Model Update, Alameda County, CA

Implemented streams (SFR2) and lakes (LAK3) packages in Zone 7's MODFLOW groundwater model of the Livermore-Amador Valley groundwater basin; worked with Zone 7 staff to identify and evaluate data to define surface water configurations, rating curves, and inflows; implemented new surface water transport packages and assisted model developers in using the Zone 7 model to test the code before release.

Groundwater Model Results Evaluation: Santa Clara Valley Water District Groundwater Zone of Benefit Study, Santa Clara County, CA

Evaluated groundwater model results to evaluate the extent of benefits from District recharge activities; assisted evaluating and revising the District's groundwater zones of benefit that provide the basis for its groundwater charges.

Groundwater Model Calibration: Santa Cruz Mid-County Groundwater Agency Stream Calibration of Integrated Watershed-Groundwater Model, Santa Cruz County, CA

Calibrated the watershed model to streamflows by creating watershed zones, set up PRMS and short-term GSFLOW simulations, set up and ran PEST calibration software.

**Model Update and Recalibration: Zone 7 Water Agency
Groundwater Model Upgrades, Santa Cruz County, CA**

Developed and implemented Zone 7 model re-calibration with pilot points and regularization using PEST; performed re-calibration and model simulations to evaluate groundwater and salt management strategies under different hydrologic conditions.

**Groundwater Model Calibration: Dissertation
Groundwater Model Calibration of San Joaquin Valley, San Joaquin County, CA**

Used piezometric head and groundwater age in order to improve parameter estimation and calibration of a regional groundwater model located in part of Northeastern San Joaquin Valley.

**Simulation Development: Soquel Creek Water District
Pure Water Soquel EIR, Santa Cruz County, CA**

Developed time series for pumping distributions for no-project and project simulations for the Environmental Impact Report evaluating the Pure Water Soquel project providing managed recharge with advanced purified water.

**Updated Groundwater Model: Monterey Regional Water Pollution Control Agency
Pure Water Monterey, Monterey County, CA**

Employed the calibrated groundwater model of the Seaside Groundwater Basin to estimate impacts from the Project.

**Updated Modeling and Design: City of Sand City
Saline Groundwater Intake and Disposal System Modeling and Design, Monterey County, CA**

Updated and modified the groundwater model that was previously used to site the intake wells and brine injection beneath the beach in Sand City for a planned desalination plant.

**Groundwater Flow Model Development: Larry Walker Associates
City of Modesto Groundwater Modeling, Stanislaus County, CA**

Collaborated with Larry Walker Associates in performing groundwater modeling that helped the City of Modesto to plan installation of monitoring wells around selected Modesto stormwater rockwells; developed a refined groundwater flow model to further assess the impact of stormwater rockwells on groundwater nitrate levels.

**Groundwater Model Review and Analysis: Judicial Arbitration and Mediation Services (JAMS)
Kern County Models Peer Review, Kern County, CA**

Reviewed two groundwater models that cover similar areas in Kern County; provided technical reviews of the RRB and KWB models in the Kern County to help the two modeler groups understand how they can trust other party's model; provided recommendations to the two parties about ways they can improve their models to produce similar results that both groups agree on.

**Surface Water Modeling: Master's Thesis
Striped-Bass Life Cycle Model | San Francisco Bay-Delta, San Francisco County, CA**

Purpose of master's research was to better understand the relative impact of different stressors on the dramatic decline of striped bass in the San Francisco Bay-Delta (SFBD) in recent decades. The focus of the research was to simulate the fish motion in the SFBD and relate that to the spatial and temporal contaminant uptake during individual fish life cycle. Studied the relative impacts of contaminants on striped bass behavior, survival and reproduction. Developed a 2-D motion model (hydraulic modeling through advection/dispersion/random walk coupled with DSM-2).

OFFICE: Sacramento

YEARS OF EXPERIENCE

Total: 10 | M&A: 9

EDUCATION

B.S., Earth Science
(Geology), University of
California, Santa Cruz
(2010)

**KEY AREAS OF
EXPERTISE**

Well construction

Well design

Well maintenance

GIS (Geographical
Information Systems)

**PROFESSIONAL
REGISTRATIONS**

Registered Professional
Geologist #9710, CA

ADDITIONAL TRAINING

2019: OSHA 40-hour
HAZWOPER

2019: MSHA 24-hour New
Miner Training

2012: GRA Principles of
Groundwater Flow and
Modeling Course

Nick Byler is experienced in groundwater consulting and as a well-site geologist in the oil industry. His experience in groundwater well development includes well siting and design, preparation of technical specifications and contractor oversight, well maintenance, and rehabilitation.

Representative Projects

**SGMA Implementation: Santa Cruz Mid-County Groundwater Agency
Groundwater Sustainability Plan Annual Reporting, Santa Cruz County, CA**

Prepared hydrographs and report figures for the Santa Cruz Mid-County Groundwater Agency GSP Annual Report. Compiled water quality and water level data and preparing groundwater level contour maps for different aquifer units in the basin.

**Basin Boundary Modification: Santa Cruz Mid-County Groundwater Agency
Santa Cruz Mid-County Groundwater Basin, Santa Cruz County, CA**

Provided GIS assistance in technical work for a basin boundary modification; prepared required GIS layers and metadata for submission to and approval by DWR.

**Drilling and Construction Oversight: Soquel Creek Water District
Willowbrook Seawater Intrusion Prevention Well, Santa Cruz County, CA**

Field lead during the drilling and construction of an injection well designed to prevent seawater intrusion and provide an additional source of water supply.

**Well Siting Study: Scotts Valley Water District
Scotts Valley, Santa Cruz County, CA**

Conducted a well siting study to recommend the best well location out of two new potential well sites; provided site specific actions that would need to take place for the two preferred sites; and prepared the report.

**Mechanical and Chemical Well Development Oversight: Boeing Mather/SGSA
Rancho Cordova, CA**

Oversaw both mechanical and chemical development work on five extraction wells to restore performance.

**Drilling and Construction Oversight: Soquel Creek Water District
Twin Lakes Church Seawater Intrusion Prevention Pilot Well, Santa Cruz County,
CA**

Field lead during the drilling and construction of an injection well designed to prevent seawater intrusion and provide an additional source of water supply.

**Drilling and Construction Oversight: Scotts Valley Water District
Orchard Municipal Supply Well, Santa Cruz County, CA**

Oversaw the drilling and construction of a production well that was an emergency replacement for Well 7A which suffered a casing failure and is a vital asset to the Water District operations.

**Project Assessment & Evaluation Plan: Pure Water Soquel
Groundwater Replenishment and Seawater Intrusion Prevention Project, Santa Cruz County, CA**

Wrote a plan to assess performance of groundwater replenishment project and determine if project goals are being met and desired outcomes are being achieved.

**Drilling and Construction Oversight: Soquel Creek Water District
Granite Way Municipal Supply Well, Santa Cruz County, CA**

Oversaw the drilling and construction of a new production well for the District to improve redundancy and flexibility in the water production system.

**Drilling and Construction Oversight: Soquel Creek Water District
Aptos Junior High Municipal Supply Well, Santa Cruz County, CA**

Oversaw the drilling and construction of a replacement production well for the District.

**Drilling and Construction Oversight: Cabrillo College
Cabrillo #4 Supply Well, Santa Cruz County, CA**

Oversaw the drilling and construction of a replacement production well for Cabrillo College.

**Drilling and Construction Oversight: San Lorenzo Valley Water District
Pasatiempo #5 Municipal Supply Well, Santa Cruz County, CA**

Oversaw the drilling and construction of a replacement production well for SLVWD.

**Drilling and Construction Oversight: Soquel Creek Water District
O'Neill Ranch Municipal Supply Well, Santa Cruz County, CA**

Oversaw the drilling and construction of a new production well for the District to shift pumping inland from the coast to help prevent induced saltwater intrusion in coastal production wells.

**Well Testing Oversight: Iverson & Jacks
Iverson & Jacks Well Testing, Monterey County, CA**

Oversaw depth specific testing to reduce nitrate levels in the existing Iverson and Jacks production well.

**Aquifer Well Testing: City of San Juan Bautista
Aquifer Testing at Well #5 and #6, San Benito County, CA**

Conducted aquifer testing at two production wells for the City of San Juan Bautista to comply with the State Board's Division of Drinking Water regulations for municipal supply wells.

**Drilling and Piezometer Construction Oversight: Soquel Creek Water District
Nob Hill Piezometer • Santa Cruz County, CA**

Oversaw the drilling and construction of a new piezometer for the District to monitor changes in elevation of shallow groundwater used to investigate the effect of nearby pumping on Soquel Creek flow.

**Groundwater Annual Reporting: Soquel Creek Water District
Annual Review and Report, Santa Cruz County, CA**

Developed groundwater elevation contour maps using ArcMap and created hydrographs and chemographs of wells located in the Soquel-Aptos Basin to summarize groundwater conditions and trends to document the status of groundwater management activities.

**Monitoring Program: Soquel Creek Water District
Soquel Creek Stream Monitoring Program, Santa Cruz County, CA**

Used piezometers and stream gauges to monitor changes in elevation of shallow groundwater and stream height to investigate the effect of the Main Street production well pumping on the flow in Soquel Creek.

OFFICE: Oakland

YEARS OF EXPERIENCE

Total: 3 | M&A: 1

EDUCATION

M.S., Hydrologic Sciences,
University of California,
Davis (2019)

B.S., Environmental
Science/Hydrology,
Geology Minor, California
State University Chico
(2017)

KEY AREAS OF EXPERTISE

Hydrogeology and water
chemistry

CA Sustainable
Groundwater Management
Act (SGMA) technical
assistance

Environmental remediation

CODES & SOFTWARE

IWFM, MODFLOW,
MT3D, Python, MATLAB,
ParaView, ArcGIS,
Groundwater Vistas,
AQTESOLV,
Grapher/Scripter

ADDITIONAL TRAININGS

2019: DWR IWFM Hands-
on Workshop

Patrick Wickham has experience in groundwater and environmental management and has worked in consulting, governmental, and academic roles across Northern California. He has provided support for several state and local agencies, helping manage their groundwater supplies and environmental resources.

Representative Projects

SGMA Implementation: Corning Subbasin Groundwater Sustainability Agency Groundwater Sustainability Plan Development, Glenn and Tehama Counties, CA

Data collection lead for the Corning Subbasin GSP. Lead writer and data analyst for Hydrologic Conceptual Model and Groundwater Conditions GSP Sections, and major contributor to Water Budget section and modeling technical memorandum. Extensive model analysis including construction of IWFM water budget calculator and development of python tools for extraction of model results. Lead analyst for preparation of geologic cross-section extension.

SGMA Implementation: Santa Margarita Basin Groundwater Sustainability Agency Groundwater Sustainability Plan Development, Santa Cruz County, CA

Research, data analysis, and writing for the Santa Margarita Basin Setting and Monitoring Network GSP sections including contribution to water quality and groundwater level SMC development.

GSP Alternate Submittal Update: Pajaro Valley Water GSP Alternate Update, Santa Cruz and Monterey Counties, CA

Prepared technical memorandum outlining proposed approach to groundwater level SMC supporting update of Pajaro Valley GSP Alternate Submittal.

SGMA Implementation: Yolo Subbasin Groundwater Agency Groundwater Sustainability Plan Development, Yolo County, CA

Research, data analysis, and writing for the Yolo Subbasin GSP. Led analysis of historical groundwater quality, subsidence, and groundwater elevation data as relevant to SMC.

Groundwater Modeling: Santa Cruz Mid-County Groundwater Agency Pure Water Soquel Aquifer Replenishment Project, Santa Cruz County, CA

Hydrogeological modeling, analysis, and writing supporting an aquifer recharge project injecting purified recycled water within Soquel Creek Water District's Service area, including multiple modeling reports and a Title 22 Report.

Technical Consulting: Northern California Water Association Hydrogeology and Water Chemistry, Sacramento Valley, CA

Research and review of new agricultural data analysis tools, technical writing, and data visualization in pursuit of an interim update to the Sacramento Valley Water Quality Coalition's Groundwater Quality Assessment Report, to re-evaluate the current Hydrogeologic Vulnerable Areas and describe methodology used to develop vulnerability designation.

**SGMA Implementation: Santa Cruz Mid-County Groundwater Agency
Groundwater Sustainability Plan Development, Santa Cruz County, CA**

Writing and data analysis for the Santa Cruz Mid-County Groundwater Agency GSP and related modeling efforts. Focus on monitoring, groundwater budget, and surface water budget sections of the GSP.

**Chemical and Hydrological Analysis: Seaside Basin Watermaster
Seawater Intrusion Analysis Report, Monterey County, CA**

Water quality analysis, hydrological analysis, figure preparation, and writing contributing to report identifying potential for seawater intrusion in a coastal aquifer.

**Hydrogeological Analysis: Santa Clara Valley Water District
Groundwater Benefit Zone Assessment, Santa Clara County, CA**

Geological analysis, data visualization, technical writing, and GIS for the updated Groundwater Benefit Zone report. Establishes areas which benefit from managed aquifer recharge and treated water deliveries.

**Technical Consulting: Sonoma County Water Agency
Sonoma County Groundwater Sustainability Plan Modeling Assistance, Sonoma County, CA**

Research and hydrologic analysis to assess existing groundwater models and develop projected water budgets.

**Groundwater Modeling: Kings River Conservation District
IWFM, Fresno County, CA**

Extensive review, editing, and reformatting of IWFM model input files and packaging for client deliverable.

**Well Testing: Soquel Creek Water District
Hydrogeological Analysis, Santa Cruz County, CA**

Provided on-site well testing and geological consultation for injection well development. Quantified the effect of municipal groundwater extraction on nearby private wells.

Prior Experience

**Academic Research: University of California Davis
Population Health and Reproduction Department, Yolo County, CA**

Authored multiple studies investigating the effect of pesticide applications on water and sediment quality in the CA Delta; developed a new pesticide extraction method; modeled pesticide transport through groundwater. Contributed to research linking anaerobic decomposition conditions to a decline in antibiotic resistance genes in manure-dwelling bacteria.

**Engineering Aide: Butte County Water Resources
DWR Subsidence Resurvey, Sacramento Valley, CA**

Measured ground elevation at more than 100 locations across the Northern Sacramento Valley, from Redding to Sacramento.

**Groundwater Management Intern: Glenn County Department of Water Resources
GSA Formation, Glenn County, CA**

Assisted with development of the Glenn County GSA and Hydrogeologic Conceptual Model. Facilitated communication and data exchange between stakeholders, county officials, and consultants. Created a GIS database of well completion reports from 1970 onward.

OFFICE: Oakland

EXPERIENCE

Joined M&A in 2019

EDUCATION

B.S., Environmental
Science, California State
University East Bay (2019)

**KEY AREAS OF
EXPERTISE**

Fluent in Spanish

GIS Certification in
progress

Proficient in Arcmap,
Grapher, Microsoft Office,
Word, and Excel

**AWARDS &
DISTINCTIONS**

TAU SIGMA Honor
Society Member

Earth and Environmental
Science Club Member

Sustainability Club
Member

Luis Mendez is skilled in GIS and cartography and has diverse field experience conducting pump tests on wells and in using Hydrologic tools, specifically multiparameter meter and flow meter. He speaks fluent Spanish.

Representative Projects

**SGMA Implementation: Yolo Subbasin Groundwater Agency
Groundwater Sustainability Plan Development: Yolo County, CA**

Managed the preparation of project geodatabase and figures for Yolo Subbasin GSP using ArcMap and ArcCatalog; performed data collection and processing.

**Chemical Analysis: Seaside Basin Watermaster
Seawater Intrusion Analysis Report, Monterey County, CA**

Researched seawater intrusion, water quality analysis, and preparation of figures for analysis results; prepared chemo graphs, piper plots, and groundwater elevation charts for SIAR report using Grapher.

**SGMA Implementation: Santa Cruz Mid-County Groundwater Agency
Groundwater Sustainability Plan (GSP) Development, Santa Cruz County, CA**

Performed hydrogeological model data analysis and figure preparation including maps on ArcMap, prepared graphs on Excel and Grapher and tables for report.

**Technical Consulting: Soquel Creek Water District
Pure Water Soquel and Granite Way Drinking Water Source Assessment Program
Santa Cruz County, CA**

Prepared figures for phase 2 modeling report on ArcMap; reviewed report comments and prepared DWSAP for Granite Way well.

**Aquifer Storage & Recovery Modeling: City of Santa Cruz
Santa Cruz County, CA**

Analyzed hydrogeological model data by preparing graphs and calculations showing well flow distributions.

**Annual Report: Scotts Valley Water District
Scotts Valley County, CA**

Prepared report hydrographs using Grapher and organized data for project database.

**SGMA Implementation: Santa Margarita Groundwater Agency
Groundwater Sustainability Plan (GSP) Development, Santa Cruz County, CA**

Focused on basin setting and preparation of GSP figures on ArcMap; managed project geodatabase; prepared precipitation graphs, researched land subsidence in area; prepared data for model calibration.

**Groundwater Charge Zone: Santa Clara Valley Water District
Santa Clara County, CA**

Performed data analysis and reparation of hydrographs, drawdown graphs, and tables.

**Wellsite Evaluation: Scotts Valley Water District
Santa Cruz County, CA**

Prepared figures for preliminary wellsite evaluation on ArcMap.

**SGMA Implementation: Corning Subbasin
Groundwater Sustainability Plan Development, Glenn County, CA**

Performed data collection and processing; prepared project geodatabase and figures for Corning Subbasin GSP using ArcMap and ArcCatalog.

**Annual Report: Santa Cruz Mid-County Groundwater Agency
Santa Cruz County, CA**

Prepared Groundwater Contour maps and change of groundwater in storage maps, groundwater pumping map, Sustainable Management Criteria data tables, and data for submission to DWR.

**Pure Water Soquel Seawater Intrusion Prevention Well Design Preliminary Report: Soquel Creek Water District
Santa Cruz County, CA**

Prepared figures for preliminary design report on ArcMap.

**Pure Water Soquel Seawater Intrusion Prevention Well Tracer Study: Soquel Creek Water District
Santa Cruz County, CA**

Prepared tracer study figures and analyzed particle travel times and potential sites for monitoring well locations around Seawater Intrusion Prevention Well locations.

**Pure Water Soquel Seawater Intrusion Prevention Well Construction: Soquel Creek Water District
Santa Cruz County, CA**

Field work overseeing the drilling and construction of Seawater Intrusion Prevention wells for project.

**Model Assessment: Sonoma County Water Agency
Sonoma County, CA**

Analyzed golf course irrigation and land use in basin within model area on ArcMap. Prepared figures for modeling report.

**SGMA Implementation: Salinas Valley Basin Groundwater Sustainability Agency
Groundwater Sustainability Plan (GSP) Development, Monterey County, CA**

Researched and prepared water quality tables for all GSP Basins.

**Basin Land Use Investigation: Monterey County Water Resources Agency
Monterey County, CA**

Process GIS model files and see how land use changed or is projected to change under future climate change conditions in the basin investigation study area.

**Hydrogeological Investigation: Ukiah Valley
Mendocino County, CA**

Research and map historical crop distribution in the basin area.

**Central Valley Salts and Nitrate assessment: California Rice Commission
Sacramento Valley, CA**

Prepare figures and do research for assessment report and presentations on ArcMap.

**Well Destruction Plans: Sacramento Suburban Water District
Sacramento County, CA**

Prepared figures for well destruction sites on ArcMap for Sacramento Suburban Water District.

OFFICE: Tucson

YEARS OF EXPERIENCE

Total: 27 | M&A: 2

EDUCATION

B.A., English - Writing,
East Stroudsburg
University of Pennsylvania
(2012)

KEY AREAS OF EXPERTISE

Verbal and written
communication skills

Proofreading and
copyediting

Document management
and version control

Brand management and
logo usage

Project management

Publications design

ADDITIONAL TRAINING

Expected 2021: M.A.,
Professional and Digital
Media Writing, East
Stroudsburg University of
Pennsylvania

Caryn Fogel is a creative professional experienced in writing, project management, graphic design, and administrative support. She is detail oriented and highly skilled at proofreading and editing. Her role at M&A includes reviewing, editing, and assisting with formatting proposals, reports, and technical memos. She tracks project deliverables and maintains an updated library of marketing materials including staff resumes and Statements of Qualifications. She also writes news briefs, updates the company website and intranet, and maintains the company's social media accounts.

Before joining M&A in 2018, Caryn worked at East Stroudsburg University for 17 years. During this time, she served as the executive associate to the president, and more recently, editorial project manager. Caryn is currently pursuing a Master of Arts in professional and digital media writing.

Representative Projects

Document Control Specialist and Technical Editor Corning Subbasin Groundwater Sustainability Plan

Proofread, edited, and formatted chapters and appendices. Assisted with presentation design for client / community outreach.

Document Control Specialist and Technical Editor Paso Robles Subbasin Groundwater Sustainability Plan

Proofread, edited, and formatted chapters and appendices. Managed client comments and tracked deliverables status and deadlines. Prepared document for upload to client.

Document Control Specialist and Technical Editor Salinas Groundwater Sustainability Plan

Proofread, edited, and formatted chapters and appendices. Prepared document for upload to client. Assisted with presentation design for client / community outreach.

Editor / Technical Communications Specialist: M&A Style Guide

Led the development of a comprehensive Style Guide for reports and other technical documents. Worked with committee to fine-tune the document and created new templates based on the Style Guide. Assisted with implementation and conducted company-wide training.

Technical Communications Specialist: Various Clients

Assisted project managers with proposal and report preparation. Compiled company profile, project summaries, and professional resumes. Proofread and edited documents and assisted with formatting.

Marketing Communications Specialist: M&A website

Wrote announcements and news briefs and posted on company website and social media. Assisted with creation and distribution of eblasts. Updated website with staff bios, photos, and changes to service areas. Monitored Google analytics.

Prior Work Experience

Editorial Project Manager: East Stroudsburg University of Pennsylvania

Supervised graphic artists and directed the work of several freelancer designers, photographers, and writers. Coordinated production of publications. Proofread and edited press releases, catalogs, brochures, and the alumni magazine. Distributed campus-wide electronic messages.

Executive Associate to the President: East Stroudsburg University of Pennsylvania

Scheduled meetings, coordinated travel arrangements, and processed expenses. Wrote correspondence, proofread and edited confidential messages, and served as staff support to the council of trustees.

Freelance Writer

Monroe County, PA

Interviewed business owners and wrote feature articles for *Natural Awakenings*, a monthly holistic health publication. Wrote works of creative nonfiction for *Local Flair*, a bi-monthly lifestyle magazine.

Forms Coordinator / Designer: Berkheimer Associates

Northampton County, PA

Designed tax forms to meet specifications of remittance processing and scanning equipment. Scheduled and coordinated printing and mailing of two million tax forms annually. Edited company newsletter and designed print ads.

Publications and Presentations

Presented a graduate paper at the Pennsylvania College English Association annual conference, March 2018

Published multiple creative works in *Calliope*, the East Stroudsburg University student literary magazine

BROOK A. KRAEGER
Principal
Linsley Kraeger

Education

1965	B.S. in Civil Engineering, Univ. of California, Berkeley
1968	M.S. in Civil Engineering, Stanford University
1971	Ph.D. in Civil Engineering, Stanford University

Experience

1967	Assistant Engineer (summer employment) Hydrologic Engineering Center, U.S. Corps of Engineers
1967-68	Civil Engineer, U.S. Peace Corps, West Pakistan
1971-78	Senior Research Hydrologist and Vice President, Hydrocomp, Inc., Palo Alto, CA
1979-80	Partner, Linsley, Kraeger Associates, Aptos, CA
1981-86	Vice President, Linsley, Kraeger Associates, Ltd.
1987-2012	President, Linsley, Kraeger Associates, Ltd.
2013-present	Principal, Linsley Kraeger

Professional Associations

American Society of Civil Engineers (member)
Registered Civil Engineer, California No. C 022384
Certified Professional Hydrologist, American Institute of Hydrology No. 130

Publications

“Stochastic Monthly Stream Flow Simulation through Multi-station Daily rainfall Generation”, Ph.D. dissertation, Stanford University, 1971

“Spillway Design for a Series of Reservoirs”, Journal Hydraulic Division, ASCE, October 1974.

“Runoff Increase from Precipitation Augmentation in Basins with Seasonal Snow Packs”, Proceedings, Conf. on Water Management for Irrigation and Drainage, ASCE, July 1977

“Determining the Frequency of Extreme Flood Events”, Hydro-Review, with Dr. Franz, July 1992

Dr. Kraeger has worked on a wide variety of difficult problems in hydrology and water resources requiring special techniques for limited data in the United States and abroad. He has been involved in research on stochastic methods in hydrology and the application of modern hydrologic techniques in urban drainage, as well as hydrologic studies for planning and design of all types of water projects.

Projects Related to Soquel Creek, Carbonera Creek and the City of Santa Cruz

Dr. Kraeger was responsible for the following studies:

- The Effect of Fishery Releases on the Yield of Zayante Reservoir prepared for the City of Santa Cruz, CA.
- The study required the development of a complex daily reservoir model to provide for fishery releases into Zayante Creek throughout the year. Daily stream flow at key points in the system were developed for model simulation. The project was completed in conjunction with D.W. Kelly, aquatic biologist.
- Preliminary Review of North Coast Water Supply prepared for the City of Santa Cruz, CA. The north coast water sources of Liddell Spring, Laguna, Riggiardo and Majors Creeks were evaluated for additional water supplies.
- One Hundred Year Flood Frequency on Lower Carbonera Creek and Camp Evers Tributary, prepared for the City of Scotts Valley, CA. In a previous study LKA recommended the installation and operation of a continuous fifteen-minute rain gauge, daily evaporation gauge and a stream flow gauge. Scotts Valley contracted for a review of their storm water system. LKA used the data collected in the previous study to calibrate a continuous rainfall-runoff model on Carbonera Creek and simulate flood frequency throughout the system. The analysis and results using observed data saved the city over five million dollars in system improvement costs that were determined not necessary.
- Drainage, Grading and Wildlife Management Plan For the Neary Lagoon Area, Phase I & II prepared for the City of Santa Cruz. This study was used to evaluate the extent and frequency of flood stages from Neary Lagoon to a proposed development.
- Flood Frequency and Flow Capacity of Soquel Creek at Millpond prepared for Harvey-Stanley Associates. Hydrologic simulation using a continuous rainfall-runoff model was used to develop flood frequency on Soquel Creek at this location. The purpose of this study was to evaluate the impact of channel modifications on flood levels.
- Feasibility Analysis for Reservoir in the Soquel Creek Watershed. The project involved development of a watershed model for reservoir operation that incorporated a detailed fishery release requirement.
- Investigation of Soquel Creek Stream-Aquifer Interaction, Status Report on Shallow Ground-Water Monitoring and Surface-Water Stage Recordings. This study involved the collection of detailed surface and shallow ground water level elevation to evaluate production well operations on stream flow.
- Soquel Creek Stream channel Infiltration study prepared for the Soquel Creek Water District. This was a straightforward study that made paired up and down stream flow measurements in September and October of 1984 to assess if the lower Soquel Creek flows were gaining or losing to ground water extraction.

MIKE PODLECH

Aquatic Ecologist

Mr. Podlech is an independent aquatic ecologist specializing in fisheries resources with over 25 years of experience in the investigation and management of biological, physical, and chemical conditions of streams, rivers, lakes, and lagoons throughout California. He has extensive experience in sensitive aquatic habitat assessments and species surveys, watershed management, stream and estuarine restoration, effects analyses, and compliance monitoring. In addition to conducting applied research projects related to anadromous fisheries, Mr. Podlech has been the lead fisheries biologist on numerous large CEQA/NEPA projects and regularly engages in Endangered Species Act consultations, including the preparation of Biological Assessments (BA) and Safe Harbor Agreements (SHA). He is also highly experienced in all aspects of water rights law and guidelines for water diversion impact analyses, including instream flow needs assessments and bypass flow determinations.

Education

M.S., Aquatic Ecology,
University of San Francisco
1996

B.S., Environmental Science,
University of San Francisco
1994

Specialized Training

California Scientific Collecting
Permit #801137-03

Current and past federal
Section 4(d) and 10(a)
Salmonid Research Permits

Fish Passage Evaluations at
Stream Crossings

California Stream
Bioassessment Procedure

Professional Affiliations

American Fisheries Society

North American Benthological
Society

Professional Experience

Independent Consultant
2007 – current

Environmental Science
Associates
1997 – 2007

Institute for Chemical Biology
1994 – 1997

University of San Francisco
1992 - 1994

Relevant Experience

San Lorenzo River Watershed Conjunctive Use Plan

Supporting the San Lorenzo Valley Water District (SLVWD) and County of Santa Cruz in the development of a Conjunctive Use Plan to identify opportunities for improving the reliability of SLVWD's water supplies through conjunctively managing its surface and groundwater sources while also increasing stream baseflows for steelhead and coho salmon in the San Lorenzo River watershed. Mr. Podlech prepared a fisheries effects analysis of 22 potential conjunctive use scenarios and is currently developing the final plan for this Wildlife Conservation Board-funded effort.

Soquel Creek Water District (SqCWD) Well Master Plan EIR

In association with HydroMetrics WRI and ESA, evaluated the potential fisheries effects of SqCWD's Well Master Plan consisting of the construction of five municipal production wells in the Soquel-Aptos area and changes to groundwater pumping operations to improve redundancy and flexibility in the water production and distribution system while redistributing pumping away from coastal and depressed groundwater areas. Key issues evaluated included potential stream baseflow depletion effects on steelhead and coho salmon habitat quality. Coordinated with resource agencies to identify suitable salmonid habitat enhancement projects to address permitting requirements.

Pajaro Valley Water Management Agency (PVWMA) Basin Management Plan Services

Lead fisheries biologist on a consulting team assisting PVWMA in the preparation of CEQA review, permitting, and adaptive management plans for four water supply projects (College Lake, Harkins Slough, Watsonville Slough, Murphy Crossing) identified in a Basin Management Plan aimed at balancing the Pajaro Valley Groundwater Basin. He is preparing CEQA analyses and permitting support documents related to potential impacts to steelhead, tidewater goby, and other native fish species. Tasks include bypass flow analyses, fish passage design support, lagoon impacts evaluation, water rights application support, and regulatory agency coordination.

Relevant Experience (Continued)

Zone 7 Water Agency Stream Maintenance Master Plan EIR

In association with ESA, prepared the fisheries portion of a Master EIR for the Zone 7 Water Agency SMMP, including impact analyses for 45 stream management and flood control projects in three cities (Dublin, Pleasanton, and Livermore) in Alameda County. Conducted technical evaluations of potential fisheries impacts associated with several large-scale project components, such as the proposed diversion of flood flows to the Chain of Lakes Complex.

Dwinnell Dam Fish Passage and Diversion Management Feasibility Analysis

Conducted a Pacific States Marine Fisheries Commission-funded assessment of fish passage and diversion management opportunities and constraints for the Montague Water Conservation District (MWCD) operations on the Shasta River in the Klamath Basin. The project included an assessment of existing and potential coho salmon habitat values upstream of Dwinnell Dam, a conceptual evaluation of potential methods for providing fish passage past Dwinnell Dam, and recommendations for modified diversion operations for the benefit of coho salmon and other salmonids.

Fisheries Aquatic Habitat Collaborative Effort (FAHCE) EIR/EIS

Lead fisheries biologist on the preparation of an EIS/EIR for the Santa Clara Valley Water District (SCVWD) Fisheries and Aquatic Habitat Collaborative Effort (FAHCE) Habitat Conservation Plan (HCP). Analyzed the potential effects of significant changes to the release schedules and quantities at several reservoirs, seismic dam retrofits involving complete reservoir drawdown, downstream habitat restoration, remediation of migration barriers, and other SCVWD management and restoration activities on steelhead, Chinook salmon, and Pacific lamprey.

Pescadero-Butano Watershed and Marsh Restoration Assessments

Completed habitat assessments and restoration recommendations for the Monterey Bay National Marine Sanctuary Foundation (Pescadero-Butano Watershed Assessment) and the Department of Parks and Recreation (Pescadero Marsh Restoration Assessment). Both projects involve integrated analyses of salmonids habitat conditions, sediment source and transport, and water quality leading to the identification and prioritization of habitat restoration sites.

Santa Clara River Estuary Habitat Restoration & Enhancement Feasibility

As lead fisheries expert on a consulting team led by cbec ecoengineering, recently completed preparation of the Santa Clara River Estuary Habitat Restoration & Enhancement Feasibility Study. The study evaluated a number of alternatives for the enhancement of 15 – 25 acres of additional southern California steelhead habitat at the Santa Clara River Estuary through the relocation of a portion of the McGrath State Beach Campground, restoration of the campground to estuarine lagoon, side channel, contiguous wetlands, and contiguous upland riparian habitat.

Integrated Watershed Restoration Program (IWRP)

Over the past 15 years, Mr. Podlech has provided fisheries assistance to the Santa Cruz Resource Conservation District on numerous IWRP projects aimed at fish passage improvements, instream and off-channel fisheries habitat enhancements, bridge replacements, and streambank stabilization projects throughout Santa Cruz County. Tasks typically include fish and habitat assessments, preparation of management plans, identification of potential restoration projects, feasibility evaluations and designs reviews, environmental review and permitting, fish relocations, and construction monitoring.

November 10, 2020

Santa Cruz Mid-County Groundwater Agency
c/o Mr. Tim Carson
Regional Water Management Foundation
7807 Soquel Drive
Aptos, CA 95003

SUBJECT: SANTA CRUZ MID-COUNTY GROUNDWATER AGENCY PLANNING AND TECHNICAL SERVICES FOR GSP IMPLEMENTATION AND REPORTING SCOPE, BUDET, AND SCHEDULE

Dear Mr. Carson:

Montgomery & Associates (M&A) is delighted at the opportunity to continue our partnership with the Santa Cruz Mid-County Groundwater Agency (MGA). As per your request, this letter contains scope, budget, and schedule for Amendment 1 that covers the remainder of Fiscal Year 2021 and will be part of a Master Services Agreement. This first amendment includes planning and technical services for the Groundwater Sustainability Plan (GSP) implementation and reporting that are broken up into three main tasks. Details of each task and subtasks are provided in the subsections below. Table 1 provides a breakdown of budget that corresponds to each task/subtask. A schedule for the GSP Year 2 Annual Report (Task 1) which has a submittal deadline of April 1, 2021 for upload to the California Department of Water Resources (DWR) is provided as Figure 1.

TASK 1. YEAR 2 GSP ANNUAL REPORT

TASK 1.1. OBTAIN AND EVALUATE MONITORING WELL DATA

Task 1.1 includes both obtaining and evaluating groundwater level and monitoring well data from the GSP monitoring network. Technical components included in this task are:

- Request and obtain groundwater level and quality data from all wells in the GSP monitoring network.
- Groundwater elevation contour maps for each principal aquifer in the basin illustrating, at a minimum, the seasonal high and seasonal low groundwater conditions.
- Hydrographs of groundwater elevations and water year type using historical data to the greatest extent available through September 30, 2020.
- Summary tables of groundwater quality in wells monitoring for degradation of groundwater quality and seawater intrusion.

- Summary tables based on monitoring well data to describe progress towards sustainable management criteria, including achieving interim milestones for the seawater intrusion, streamflow depletion, chronic lowering of groundwater levels, and groundwater quality indicators.

TASK 1.2. QUANTIFY WATER DEMAND AND SUPPLY

Task 1.2 includes compiling data and developing estimates for pumping, water demand, and supplemental supply. The technical components included in this task are tables and updated figures that show the following:

- Tables and updated figures for groundwater extraction through Water Year 2020 with summary by water use sector, method of measurement, and accuracy of measurement.
- Map of locations of groundwater extractions in Water Year 2020.
- Table of surface water supply used for groundwater recharge or in-lieu use in Water Year 2020. This will include both surface water transfer from City of Santa Cruz to Soquel Creek Water District and injection testing at the City of Santa Cruz Beltz #8 well in the Purisima A-unit.
- Table of total water use of Water Year 2020 by water use sector, water source type, method of measurement, and accuracy of measurement.
- Net pumping by aquifer unit group to describe progress toward sustainable management criteria, including achieving interim milestones for the groundwater in storage indicator.

Estimates of non-municipal pumping are based on model output developed in Task 1.3.

TASK 1.3. EXTEND BASIN MODEL TO ESTIMATE CHANGE OF GROUNDWATER IN STORAGE

In order to estimate change of groundwater in storage through Water Year 2020, Task 1.3 includes update of the numerical model of the Basin developed in GSFLOW through Water Year 2020. This task primarily involves updating climate, pumping, injection, and return flow input to the Basin Model. The model is required to be updated so that model outputs can be used to prepare the following technical components:

- Change in groundwater in storage maps for each principal aquifer in the basin.
- Table of annual change in groundwater in storage by principal aquifer (Part E of SMGA Portal upload).
- A graph depicting water year type, groundwater use, the annual change in groundwater in storage, and the cumulative change in groundwater in storage for the basin based on historical data to the greatest extent available through September 30, 2020.

TASK 1.4. PREPARE ANNUAL REPORT

Task 1.4 includes preparation of the Year 2 GSP Annual Report, including an executive summary. A draft report will be provided for MGA member agency staff for review by February 19, 2021. Based on comments received by March 1, 2021, we will provide the annual report for MGA Board approval for the March 18, 2021 Board packet by March 12, 2021. A schedule for the GSP Year 2 Annual Report (Task 1) which has a hard submittal upload deadline of April 1, 2021 is provided as Figure 1.

TASK 1.5. UPLOAD MONITORING WELL DATA AND ANNUAL REPORT TO SGMA PORTAL

Upload the Annual Report and required tables (Part A through E) to the SGMA Portal.

Compile monitoring well groundwater elevation and other monitoring data into upload format. Upload all data required for Part F to the SGMA Portal. Time is also provided to troubleshoot with DWR staff records that do not import correctly into the Portal.

TASK 1.6. PREPARE FOR AND PRESENT ANNUAL REPORT TO BOARD OF DIRECTORS

Participate in one meeting with member agency staff to review staff comments on draft report prior to finalizing the Board Draft. After the Board Draft is complete, prepare a PowerPoint presentation and present results of Year 2 GSP Annual Report to the Board of Directors at its March 18, 2021 meeting. Assume meeting will take place via online conferencing.

TASK 2. SGMA TECHNICAL SUPPORT

The subtasks presented under this SGMA Technical Support task are items that member agency staff and M&A anticipate will be needed by the end of the fiscal year.

TASK 2.1. DATA MANAGEMENT SYSTEM

M&A will participate in meetings with the Data Management Systems (DMS) provider, Kisters, and member agency staff to develop a regional DMS using WISKI. Since M&A is also representing the Santa Margarita Basin in the same meetings. The time spent in meetings will be divided evenly between the MGA and Santa Margarita Groundwater Agency DMS tasks. M&A input in these DMS development meetings will focus on making sure the DMS will be able to efficiently store and report data related to GSP Annual Reports, as well as provide data in a form that can be readily used for annual model updates.

M&A will also support the MGA with populating the DMS once it has been developed. Soquel Creek Water District has most the Basin's historical data already in their WISKI system. Assuming porting that data to the Regional WISKI system will be possible, the level of effort provided in the budget reflects to supplement the DMS with missing data is minimal.

TASK 2.2. ADDRESS DWR COMMENTS ON GSP

It is anticipated that DWR comments on the MGA's GSP will be provided before the end of the fiscal year. Given that it is unknown how many comments will need to be addressed, the budget assumes a relatively low level of effort. Once DWR's comments are in hand and it is apparent that additional budget is required, an amendment could potentially be issued to supplement the budget in this subtask, or the work could be deferred to the next fiscal year.

TASK 2.3. COORDINATE WITH MONITORING NETWORK EXPANSION CONSULTANTS

Task 2.3 includes time to coordinate with the consultant selected by the MGA to expand the GSP monitoring network in accordance with the Basin's GSP's implementation plan. Coordination will be focused in three main areas: site selection, obtaining the well completion data for inclusion in the SGMA Portal monitoring module, and providing input on surface water data collection plans.

TASK 2.4. PLAN FY2022 TASKS AND BUDGET

In Spring 2021, M&A will work together with the MGA Executive Team to plan the FY2022 budget. The items that may need to be added in addition to the Year 3 GSP Annual Report (similar to Task 1) and following SGMA program developments (similar to Task 3) are potential structural updates to the groundwater model, modeling of MGA-directed projects or management actions, and evaluating preliminary data from the monitoring network expansion, particularly data related to interconnected surface water.

TASK 2.5. MISCELLANEOUS INCLUDING GRANT APPLICATION SUPPORT

M&A will support the MGA Executive Team for additional miscellaneous tasks for SGMA technical support as they arise. This will include review of materials for the MGA's application for a Sustainable Groundwater Management implementation grant from the state due in January 2021.

TASK 3. SGMA PROGRAM DEVELOPMENTS AND DEPARTMENT OF WATER RESOURCES CONSULTATION

As M&A attends regular meetings of various organizations around the state where SGMA developments and DWR support of GSAs are discussed with DWR staff, we will continue to provide SGMA related updates to the MGA. Meetings attended may include: Association of California Water Agencies (ACWA) groundwater committee meetings, Northern California Water Association (NCWA) Task Force meetings, Groundwater Resource Agency of California (GRA) meetings, and DWR workshops. We will ensure the MGA benefits from those meetings by preparing and sharing meeting notes; time spent preparing these notes will be split with other GSAs we provide the same materials to. Meeting travel and attendance costs will be split amongst those GSAs for which we are contracted to provide such services.



We look forward to working with the MGA member agency staff over the coming months. To meet the deadline for the Year 2 GSP Annual Report of April 1, 2021 we will start with the first subtask of Task 1 as soon as we have a signed contract.

Please contact us if you have any questions on this scope and budget for Amendment 1.

Sincerely,
MONTGOMERY & ASSOCIATES

A handwritten signature in black ink, appearing to read "G King", with a large, sweeping flourish at the end.

Georgina King, P.G., C.Hg.
Senior Hydrogeologist
gking@elmontgomery.com

A handwritten signature in black ink, appearing to read "Cameron Tana", written in a cursive style.

Cameron Tana, P.E.
Principal Hydrologist
ctana@elmontgomery.com

Table 1. Proposed Budget for Amendment 1

Santa Cruz Mid-County Groundwater Agency Planning and Technical Services For GSP Implementation and Reporting		Montgomery & Associates Estimate of Hours, Fees and Expenses										Total Prof. Fees	Subconsultant Markup 10%	Total Estimated Fees and Markup
		Principal Hydrogeologist	Principal Hydrologist	Senior Hydrogeologist	Modeler	Staff Hydrogeologist	Staff Hydrogeologist	Hydrologic Technician/GIS	Technical Editor	Surface Water Hydrologist	Aquatic Biologist			
		DW	CT	GK	HH	NB	PW	LM	CF	BK	MP			
2020 Professional Billing Rates		\$235	\$220	\$210	\$145	\$145	\$125	\$100	\$80	\$195	\$140			
Task 1. Year 2 GSP Annual Report														
1.1	Obtain and Evaluate Monitoring Well Data	0	8	8	0	80	8	50	0	0	0	\$21,000	\$0	\$21,000
1.2	Quantify Water Demand and Supply	0	8	16	0	0	0	24	0	0	0	\$7,500	\$0	\$7,500
1.3	Extend Basin Model to Estimate Change of Groundwater in Storage	0	16	16	120	0	0	40	0	0	0	\$28,300	\$0	\$28,300
1.4	Prepare Annual Report	2	16	4	0	0	16	0	4	0	0	\$7,200	\$0	\$7,200
1.5	Upload Monitoring Well Data and Annual Report to SGMA Portal	0	0	10	0	0	8	16	0	0	0	\$4,700	\$0	\$4,700
1.6	Prepare for and Present Annual Report to Board of Directors (assume via online conferencing)	0	4	10	0	0	4	0	0	0	0	\$3,500	\$0	\$3,500
	Subtotal	2	52	64	120	80	36	130	4	0	0	\$72,200	\$0	\$72,200
Task 2. SGMA Technical Support														
2.1	Data Management System	0	0	32	0	24	16	0	0	0	0	\$12,200	\$0	\$12,200
2.2	Address DWR Comments on GSP	4	20	40	0	0	0	16	0	8	8	\$18,000	\$270	\$18,270
2.3	Coordinate with Monitoring Network Expansion Consultants	0	4	40	0	0	0	0	0	8	4	\$11,400	\$220	\$11,620
2.4	Plan FY2022 Tasks and Budget	0	8	10	0	0	0	0	0	2	2	\$4,500	\$70	\$4,570
2.5	Miscellaneous including Grant Application Support	1	2	16	0	0	0	4	2	2	1	\$5,100	\$60	\$5,160
	Subtotal	5	34	138	0	24	16	20	2	20	15	\$51,200	\$620	\$51,820
Task 3. SGMA Program Developments and Department of Water Resources (DWR) Consultation														
		4	4	6	0	0	0	0	0	0	0	\$3,100	\$0	\$3,100
	Subtotal	4	4	6	0	0	0	0	0	0	0	\$3,100	\$0	\$3,100
Total		11	90	208	120	104	52	150	6	20	15	\$126,500	\$620	\$127,120

Figure 1. Schedule for Year 2 GSP Annual Report (Task 1)

Santa Cruz Mid-County Groundwater Agency Planning and Technical Services For GSP Implementation and Reporting	2020				2021													
	December				January				February				March					
	7	14	21	28	4	11	18	25	1	8	15	22	1	8	15	22	29	
	Week of																	
	Weeks from start	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Task 1. Year 2 GSP Annual Report																		
1.1.	Obtain and Evaluate Monitoring Well Data	█	█	█	█													
1.2.	Quantify Water Demand and Supply					█	█											
1.3.	Extend Basin Model to Estimate Change of Groundwater in Storage					█	█	█	█									
1.4.	Prepare Annual Report																	
	Draft Report for Member Agency Staff Review												Feb 19					
	Incorporate Comments into Board Draft																	
1.6.	Prepare for and Present Annual Report to Board of Directors																	
	Finalize Report																	
1.5.	Upload Monitoring Well Data and Annual Report to SGMA Portal																	

Annual Report Upload Deadline is April 1, 2021



Groundwater is a vital resource, together let's protect it.

midcountygroundwater.org • 5180 Soquel Drive • Soquel, CA 95073

Contract No. 2020 – 4

AGREEMENT FOR PROFESSIONAL SERVICES (Montgomery & Associates)

This AGREEMENT for Professional Services Agreement (“Agreement”) is made and entered into this ___ day of _____, 2020 (the “effective date”), by and between the SANTA CRUZ MID-COUNTY GROUNDWATER AGENCY (“MGA”), a joint powers authority, and Errol L. Montgomery Associates, Inc., an Arizona corporation authorized to do business in California (“Montgomery & Associates” or “Consultant”) (collectively, the “Parties”).

RECITALS

A. MGA requires the professional services of a qualified consultant to provide planning, reporting, and technical services to support the implementation of the Groundwater Sustainability Plan in the Mid-County Groundwater Basin and related reporting to comply with the Sustainable Groundwater Management Act.

B. Consultant has the necessary experience in providing professional services and advice, and selection of Consultant is expected to achieve the desired results in an expedited fashion.

C. Consultant has submitted a statement of qualifications and a proposal to MGA and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

1. Scope of Services. MGA retains Consultant to perform, and Consultant agrees to render, those services (the “Services”) that are defined in attached Exhibit A (“Scope of Services”). The Scope of Services details an Overall Scope of Services for the entirety of this Agreement in addition to the Scope of Services for Year 1 (FY 2020-2021) of this Agreement. In the event of a conflict between the provisions of Exhibit A and the terms of this Agreement, the terms of this Agreement shall prevail. MGA shall have the right to modify the Scope of Services to add or delete tasks in whole or in part.

2. Standard of Performance. While performing the Services, Consultant will exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant’s profession practicing in the Northern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. Term. Unless earlier terminated, the term of this Agreement is approximately three (3) years and will commence upon the effective date and shall expire on November 30, 2023.

MGA Executive Staff, pending their unanimous agreement, may amend this Agreement to extend it for an additional term of up to two (2) years. Extensions will be based upon a satisfactory review of Consultant's performance, MGA needs, and appropriation of funds by MGA. The Parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. Compensation. This Agreement sets forth an Overall Scope of Services as well as the Scope of Services for Year 1 (FY 2020-2021) ("Year 1"). The Agreement will be modified via future amendment(s) to define specific additional task orders that are consistent with the Overall Scope of Services. The compensation for Year 1 under this Agreement is an amount not to exceed One Hundred and Twenty-Seven Thousand One Hundred and Twenty Dollars (\$127,120). Additional compensation will be specified based upon the future task(s) orders provided in amendments to this Agreement. The tasks budget for Year 1 is set forth in Exhibit B ("Budget"), attached hereto and made a part hereof by reference.

4.1 Consultant shall provide MGA with a monthly statement, as services warrant, of fees earned and costs incurred for services provided. The statement shall generally describe the services performed, hours worked, applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs.

4.2 Consultant is entitled to expenses as set forth in Exhibit B.

4.3 Payment by MGA shall be conditioned upon and subject to upon Consultant's satisfactory completion of work or appropriate phases or tasks as described in the attached Scope of Work.

4.4 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from MGA any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement.

4.5 Consultant agrees to provide MGA with a W-9 form. MGA shall not withhold any Federal or State income taxes or Social Security tax from any payments made by MGA to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant.

4.6 MGA will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to reimburse MGA within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which MGA makes on behalf of Consultant or any agent, employee, or subcontractor of Consultant for work done under this Agreement. At the MGA's election, MGA may deduct the reimbursable amount from any balance owing to Consultant.

5. Schedule. Consultant will adhere to the schedule set forth in Exhibit C ("Schedule"), provided: that MGA in its discretion may grant reasonable extensions of time for the performance of such services occasioned by unusually lengthy reviews of Consultant's work product or other unavoidable delays occasioned by circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Consultant acknowledges the

importance to MGA of MGA's project schedule and agrees to use its best professional efforts to meet the schedule. MGA understands that Consultant's performance must be governed by sound practices.

6. Insurance Requirements. The Consultant shall obtain and maintain for the duration of this Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees, or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than "A-:VII" as set forth in Exhibit D attached hereto.

7. Grant Requirements. As MGA may seek to obtain grant funding for the Services, Consultant agrees to comply with the Grant Requirements listed in Exhibit E attached hereto.

8. Prevailing Wages. Consultant shall abide by all applicable prevailing wage laws as set forth in the California Labor Code. If the Services under this Agreement, or any portion thereof, are being performed as part of an applicable public works or maintenance project, Consultant agrees to fully comply and to require its sub consultants to comply with such laws. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

9. Required Licenses, Certificates, and Permits. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the Services described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include but are not limited to driver's licenses, professional licenses, or certificates and business licenses. Such licenses, certificates, and permits shall be procured and maintained in force by Consultant at no expense to MGA.

10. Office Space, Supplies, Equipment, etc. Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as necessary for Consultant to provide the services under this Agreement.

11. Defense and Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by MGA), indemnify and hold MGA, its officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents in connection with the performance of the Services, including without limitation the payment of all consequential damages, expert witness fees, attorneys' fees, and other related costs and expenses. Consultant's obligations to indemnify, defend, hold MGA harmless shall not apply where Claims were caused by the sole negligence or willful misconduct of MGA. Notwithstanding the foregoing, to the extent the Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by MGA, its officials,

officers, employees, agents, or volunteers.

The Parties expressly agree that this section shall survive the expiration or early termination of the Agreement.

12. Status of Consultant. All acts of the Consultant and its officers, employees, agents, representatives, subcontractors, and all others acting on behalf of Consultant relating to the performance of this Agreement shall be performed as independent contractors and not as agents, officers, or employees of MGA. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of MGA.

13. Subcontracting. Consultant will not subcontract any portion of the Services without prior written approval of an authorized representative of MGA. If Consultant subcontracts any of the Services, Consultant will be fully responsible to MGA for the acts and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and MGA. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing MGA.

14. Other Consultants. MGA reserves the right to employ other consultants in connection with the Services.

15. Records and Audit. Consultant shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement (collectively, "records") for at least four (4) years, unless a longer period of time is required by state or federal law, in which event Consultant shall retain its records for the time required by such laws. Any authorized representative of MGA shall have access to any records for the purposes of an audit, evaluation, examination, or compiling excerpts and transcripts during the period such records are to be maintained by Consultant.

16. Ownership of Work Product. All documents, drawings, and work product ("Work") prepared or produced by Consultant under this Agreement shall become and remain the property of MGA, except as otherwise approved in writing by MGA. Consultant shall retain intellectual property rights in the Work, except Consultant shall grant MGA a nonexclusive, perpetual, and transferable license in all Work protected by intellectual property rights, and MGA may reproduce the Work, prepare derivative works based on the Work, and build improvements depicted in or relating to the Work.

17. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in MGA and Consultant relinquishes all claims to the copyrights in favor of MGA.

18. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of MGA and on behalf of Consultant under this Agreement.

<p>For MGA:</p> <p>Santa Cruz Mid-County Groundwater Agency Attention: Board Clerk 5180 Soquel Drive Soquel, CA 95073 admin@midcountygroundwater.org Phone: (831) 662-2053</p>	<p>For Consultant:</p> <p>Cameron Tana Consultant 1814 Franklin Street, Suite 501 Oakland, CA 94612 ctana@elmontgomery.com Phone: (510) 903-0468</p>
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19. Conflict of Interest. Consultant, for Consultant and on behalf of Consultant's agents, employees, and subcontractors warrants that by execution of this Agreement that they have no interest, present or contemplated, in the projects affected by this Agreement. Consultant further warrants that neither Consultant, nor Consultant's agents, employees, and subcontractors have any ancillary real property, business interests, or income that shall be affected by this Agreement or, alternatively, that Consultant shall file with MGA an affidavit disclosing this interest.

20. General Compliance with Laws. Consultant will keep fully informed of federal, state, and local laws, ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Consultant's Services with all applicable laws, ordinances, and regulations.

21. Discrimination and Harassment Prohibited. Consultant will comply with all applicable federal, state, and local laws and regulations prohibiting discrimination and harassment.

22. Termination. MGA may, by written notice to Consultant, terminate the whole or any part of this Agreement, if, in the judgment of MGA, that Consultant has materially breached this Agreement, failed to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement or failed to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement, and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as MGA may authorize in writing) after receipt of written notice from MGA specifying such failure. If MGA decides to abandon or postpone the work or Services contemplated by this Agreement, MGA may terminate this Agreement upon written notice to Consultant pursuant to the notice provisions of this Agreement. Termination will be effective immediately upon notification.

Either Party upon tendering thirty (30) days written notice to the other party may terminate this Agreement.

Within ten (10) days of termination Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to MGA. Consultant will be paid for work performed up to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. MGA will make a determination of final payment based upon the value of the work product delivered to MGA and the percentage of the Services performed.

23. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state, or local statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect.

25. Claims and Lawsuits. Consultant acknowledges that if a false claim is submitted to MGA by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code section 12650 et seq., the False Claims Act applies to this Agreement and provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If MGA seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges disbarment by another jurisdiction is grounds for MGA to terminate this Agreement.

26. Jurisdiction and Venue. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Santa Cruz, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

27. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Consultant without the prior consent of MGA, which will not be unreasonably withheld.

28. Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the Parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both Parties had in fact drafted this Agreement.

29. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between any of the Parties herein with respect to the subject matter hereof and contains all the agreements between the Parties with respect to such matter.

30. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right, and actual authority to bind Consultant to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above. This Agreement may be executed in one or more counterparts by the Parties hereto. All counterparts shall be construed together and shall constitute one agreement. A signature reproduced electronically, by facsimile or .pdf shall be treated as an original signature.

<p>SANTA CRUZ MID-COUNTY GROUNDWATER AGENCY:</p> <p>By: _____ Ron Duncan MGA Executive Staff General Manager Soquel Creek Water District</p> <p>Date: _____</p> <p>Santa Cruz Mid-County Groundwater Agency 5180 Soquel Drive Soquel, CA 95073</p>	<p>Consultant:</p> <p>By: _____ Cameron Tana, P.E. Principal Hydrologist California Operations Manager</p> <p>Date: _____</p> <p>Montgomery & Associates 1814 Franklin Street, Suite 501 Oakland, CA 94612</p> <p>Federal Tax I.D. Number: 86-0484626</p>
	<p>APPROVED AS TO FORM:</p> <p>_____ MGA Counsel</p>

EXHIBIT A
OVERALL SCOPE OF SERVICES

TASK 1. Annual Reporting

Prepare a Groundwater Sustainability Plan (GSP) Annual Report that fulfills the requirements of the Sustainable Groundwater Management Act (SGMA) and submit the Report and the related Santa Cruz Mid-County Groundwater Basin (Basin) monitoring data and information to the SGMA portal. Preparation of the Year 2 annual report (Water Year 2020) is anticipated to begin in December 2020. Pending performance of Consultant, they will also lead the preparation of the Annual Report in Years 3 and 4. Consultant will provide technical support, as needed, to respond to requests for information from the Department of Water Resources (DWR) related to the Annual Report. Prior to initiating work, a task-based scope of work, budget, and schedule for Water Year 2020 will be prepared by Consultant that is subject to approval by the MGA.

TASK 2. SGMA Technical Support

Provide technical support for issues related to SGMA but not directly in support of the work to complete the Annual Report (2.1) and Periodic Reporting (2.4). This task is anticipated to include the two primary items described below as well as other miscellaneous support, as needed, on annual planning and technical reviews on grant applications.

- Hydrogeologic Technical Support - This task will include technical support related to Basin hydrology and management, including but not limited to tasks to be performed as needed, such as: reviewing technical data and information necessary to assess and evaluate sustainability indicators and criteria (e.g., undesirable results, sustainability goals, minimum thresholds and measurable objectives); refinement of existing groundwater and surface water monitoring programs; analysis of the potential for management actions to contribute to Basin sustainability; assessment of water budgets, assessment of sustainable yield, assessment of seawater intrusion, including potential support related to airborne electromagnetic (AEM) data and seawater intrusion; and, interpretations of Basin monitoring data, and hydrologic analyses and assessments to inform Basin management.
- Groundwater Modelling – The groundwater model for the Basin was recently updated during the completion of the initial GSP and the Year 1 Annual Report. The model is up to date, but it is anticipated future refinements will be necessary. As needed, Consultant will refine and improve the model to inform the decision making process with newly collected data. As needed, work may include additional groundwater modeling and management scenario simulations to inform planning in the Basin. Consultant will utilize and, as needed, refine and build upon the existing model to perform groundwater modelling.

TASK 3. SGMA Program Developments and DWR Consultation

Provide technical support, as needed, to respond to requests for information from DWR related to SGMA planning and implementation efforts. In addition, to ensure the MGA remains well informed on noteworthy SGMA Program developments and implementation, Consultant will consult with DWR staff as needed and routinely monitor SGMA Program developments and related information from DWR. Consultant will provide occasional summary updates to the MGA on noteworthy program developments and relevant statewide implementation efforts. Examples include SGMA program developments and information from conferences and workshops

sponsored by the DWR or other State agencies and affiliated associations such as Groundwater Resources Association of California, Association of California Water Agencies, among others.

TASK 4. Periodic (5-Year) Reporting

The first Periodic (5-Year) Evaluation of the GSP is to be submitted to DWR no later than January 2025. It is anticipated that this work will initiate in late 2023 or early 2024. Pending performance of Consultant in providing planning, technical services and the completion of Annual Reports, Consultant may be retained to support the tasks necessary for the successful completion of the GSP's Periodic (5-Year) Evaluation.

YEAR 1 (FISCAL YEAR 2020-2021) SCOPE OF SERVICES

TASK 1. YEAR 2 GSP ANNUAL REPORT

Task 1.1. Obtain and Evaluate Monitoring Well Data

Task 1.1 includes both obtaining and evaluating groundwater level and monitoring well data from the GSP monitoring network. Technical components included in this task are:

- Request and obtain groundwater level and quality data from all wells in the GSP monitoring network.
- Groundwater elevation contour maps for each principal aquifer in the Basin illustrating, at a minimum, the seasonal high and seasonal low groundwater conditions.
- Hydrographs of groundwater elevations and water year type using historical data to the greatest extent available through September 30, 2020.
- Summary tables of groundwater quality in wells monitoring for degradation of groundwater quality and seawater intrusion.
- Summary tables based on monitoring well data to describe progress towards sustainable management criteria, including achieving interim milestones for the seawater intrusion, streamflow depletion, chronic lowering of groundwater levels, and groundwater quality indicators.

Task 1.2. Quantify Water Demand And Supply

Task 1.2 includes compiling data and developing estimates for pumping, water demand, and supplemental supply. The technical components included in this task are tables and updated figures that show the following:

- Tables and updated figures for groundwater extraction through Water Year 2020 with summary by water use sector, method of measurement, and accuracy of measurement.
- Map of locations of groundwater extractions in Water Year 2020.
- Table of surface water supply used for groundwater recharge or in-lieu use in Water Year 2020. This will include both surface water transfer from City of Santa Cruz to Soquel Creek Water District and injection testing at the City of Santa Cruz Beltz #8 well in the Purisima A-unit.
- Table of total water use of Water Year 2020 by water use sector, water source type, method of measurement, and accuracy of measurement.
- Net pumping by aquifer unit group to describe progress toward sustainable management criteria, including achieving interim milestones for the groundwater in storage indicator.

Estimates of non-municipal pumping are based on model output developed in Task 1.3.

Task 1.3. Extend Basin Model to Estimate Change of Groundwater in Storage

In order to estimate change of groundwater in storage through Water Year 2020, Task 1.3 includes update of the numerical model of the Basin developed in GSFLOW through Water Year 2020. This task primarily involves updating climate, pumping, injection, and return flow input to the Basin Model. The model is required to be updated so that model outputs can be used to prepare the following technical components:

- Change in groundwater in storage maps for each principal aquifer in the Basin.
- Table of annual change in groundwater in storage by principal aquifer (Part E of SMGA Portal upload).
- A graph depicting water year type, groundwater use, the annual change in groundwater in storage, and the cumulative change in groundwater in storage for the basin based on historical data to the greatest extent available through September 30, 2020.

Task 1.4. Prepare Annual Report

Task 1.4 includes preparation of the Year 2 GSP Annual Report, including an executive summary. A draft report will be provided for MGA member agency staff for review by February 19, 2021. Based on comments received by March 1, 2021, we will provide the annual report for MGA Board approval for the March 18, 2021 Board packet by March 12, 2021. A schedule for the GSP Year 2 Annual Report (Task 1) which has a hard submittal upload deadline of April 1, 2021 is provided as Figure 1.

Task 1.5. Upload Monitoring Well Data and Annual Report to SGMA Portal

Upload the Annual Report and required tables (Part A through E) to the SGMA Portal.

Compile monitoring well groundwater elevation and other monitoring data into upload format. Upload all data required for Part F to the SGMA Portal. Time is also provided to troubleshoot with DWR staff records that do not import correctly into the Portal.

Task 1.6. Prepare for and Present Annual Report to Board of Directors

Participate in one meeting with member agency staff to review staff comments on draft report prior to finalizing the Board Draft. After the Board Draft is complete, prepare a PowerPoint presentation and present results of Year 2 GSP Annual Report to the Board of Directors at its March 18, 2021 meeting. Assume meeting will take place via online conferencing.

TASK 2. SGMA TECHNICAL SUPPORT

The subtasks presented under this SGMA Technical Support task are items that member agency staff and Consultant anticipate will be needed by the end of the fiscal year.

Task 2.1. Data Management System

Consultant will participate in meetings with the Data Management Systems (DMS) provider, KISTERS North America, Inc., and member agency staff to develop a regional DMS using WISKI. Since Consultant is also representing the Santa Margarita Basin in the same meetings, the time spent in meetings will be divided evenly between the MGA and Santa Margarita Groundwater Agency DMS tasks. Consultant input in these DMS development meetings will focus on making sure the DMS will be able to efficiently store and report data related to GSP Annual Reports, as well as provide data in a form that can be readily used for annual model updates.

Consultant will also support the MGA with populating the DMS once it has been developed. Soquel Creek Water District has most of the Basin's historical data already in their WISKI system. Assuming porting that data to the Regional WISKI system will be possible, the level of effort provided in the budget reflects to supplement the DMS with missing data is minimal.

Task 2.2. Address DWR Comments on GSP

It is anticipated that DWR comments on the MGA's GSP will be provided before the end of the fiscal year. Given that it is unknown how many comments will need to be addressed, the budget assumes a relatively low level of effort. Once DWR's comments are in hand and it is apparent that additional budget is required, an amendment could potentially be issued to supplement the budget in this subtask, or the work could be deferred to the next fiscal year.

Task 2.3. Coordinate with Monitoring Network Expansion Consultants

Task 2.3 includes time to coordinate with the consultant selected by the MGA to expand the GSP monitoring network in accordance with the Basin's GSP's implementation plan. Coordination will be focused in three main areas: site selection, obtaining the well completion data for inclusion in the SGMA Portal monitoring module, and providing input on surface water data collection plans.

Task 2.4. Plan FY2022 Tasks and Budget

In Spring 2021, Consultant will work together with the MGA Executive Team to plan the FY2022 budget. The items that may need to be added in addition to the Year 3 GSP Annual Report (similar to Task 1) and following SGMA program developments (similar to Task 3) are potential structural updates to the groundwater model, modeling of MGA-directed projects or management actions, and evaluating preliminary data from the monitoring network expansion, particularly data related to interconnected surface water.

Task 2.5. Miscellaneous Including Grant Application Support

Consultant will support the MGA Executive Team for additional miscellaneous tasks for SGMA technical support as they arise. This will include review of materials for the MGA's application for a Sustainable Groundwater Management implementation grant from the state due in January 2021.

TASK 3. SGMA PROGRAM DEVELOPMENTS AND DEPARTMENT OF WATER RESOURCES CONSULTATION

As Consultant attends regular meetings of various organizations around the state where SGMA developments and DWR support of GSAs are discussed with DWR staff, Consultant will continue to provide SGMA-related updates to the MGA. Meetings attended may include: Association of California Water Agencies (ACWA) groundwater committee meetings, Northern California Water Association (NCWA) Task Force meetings, Groundwater Resource Agency of California (GRA) meetings, and DWR workshops. Consultant will ensure the MGA benefits from those meetings by preparing and sharing meeting notes; time spent preparing these notes will be split with other GSAs provided with the same materials. Meeting travel and attendance costs will be split amongst those GSAs for which Consultant is contracted to provide such services.

EXHIBIT B - BUDGET

The budget for each fiscal year and additional task(s) added to the Overall Scope of Services will be based upon the future task(s) orders and provided in amendments to this Agreement.

Year 1 Budget:

The MGA shall provide compensation to Consultant in an amount not to exceed \$127,120 for the services to be performed under this Agreement as described in Exhibit A. The budgets for the three principal tasks is provided below. Table 1 presents the estimated cost by sub-task and estimated hours by personnel. It is mutually understood the sub-task costs are estimated hours and the actual costs by sub-task and personnel hours may vary from Table 1, but the total amount will not be exceeded.

- Task 1 - Year 2 GSP Annual Report – \$72,200
- Task 2 - SGMA Technical Support – \$51,820
- Task 3 - SGMA Program Developments and Department of Water Resources Consultation – \$3,100

Table 1. Year 1 (FY 2020 -2021) Estimated Hours, Fees, and Expenses

Santa Cruz Mid-County Groundwater Agency Planning and Technical Services For GSP Implementation and Reporting		Montgomery & Associates Estimate of Hours, Fees and Expenses										Total Prof. Fees	Subconsultant Markup 10%	Total Estimated Fees and Markup
		Principal Hydrogeologist	Principal Hydrologist	Senior Hydrogeologist	Modeler	Staff Hydrogeologist	Staff Hydrogeologist	Hydrologic Technician/GIS	Technical Editor	Surface Water Hydrologist	Aquatic Biologist			
		DW	CT	GK	HH	NB	PW	LM	CF	BK	MP			
2020 Professional Billing Rates		\$235	\$220	\$210	\$145	\$145	\$125	\$100	\$80	\$195	\$140			
Task 1. Year 2 GSP Annual Report														
1.1	Obtain and Evaluate Monitoring Well Data	0	8	8	0	80	8	50	0	0	0	\$21,000	\$0	\$21,000
1.2	Quantify Water Demand and Supply	0	8	16	0	0	0	24	0	0	0	\$7,500	\$0	\$7,500
1.3	Extend Basin Model to Estimate Change of Groundwater in Storage	0	16	16	120	0	0	40	0	0	0	\$28,300	\$0	\$28,300
1.4	Prepare Annual Report	2	16	4	0	0	16	0	4	0	0	\$7,200	\$0	\$7,200
1.5	Upload Monitoring Well Data and Annual Report to SGMA Portal	0	0	10	0	0	8	16	0	0	0	\$4,700	\$0	\$4,700
1.6	Prepare for and Present Annual Report to Board of Directors (assume via online conferencing)	0	4	10	0	0	4	0	0	0	0	\$3,500	\$0	\$3,500
Subtotal		2	52	64	120	80	36	130	4	0	0	\$72,200	\$0	\$72,200
Task 2. SGMA Technical Support														
2.1	Data Management System	0	0	32	0	24	16	0	0	0	0	\$12,200	\$0	\$12,200
2.2	Address DWR Comments on GSP	4	20	40	0	0	0	16	0	8	8	\$18,000	\$270	\$18,270
2.3	Coordinate with Monitoring Network Expansion Consultants	0	4	40	0	0	0	0	0	8	4	\$11,400	\$220	\$11,620
2.4	Plan FY2022 Tasks and Budget	0	8	10	0	0	0	0	0	2	2	\$4,500	\$70	\$4,570
2.5	Miscellaneous including Grant Application Support	1	2	16	0	0	0	4	2	2	1	\$5,100	\$80	\$5,180
Subtotal		5	34	138	0	24	16	20	2	20	15	\$51,200	\$620	\$51,820
Task 3. SGMA Program Developments and Department of Water Resources (DWR) Consultation														
Subtotal		4	4	6	0	0	0	0	0	0	0	\$3,100	\$0	\$3,100
Subtotal		4	4	6	0	0	0	0	0	0	0	\$3,100	\$0	\$3,100
Total		11	90	208	120	104	52	150	6	20	15	\$126,500	\$620	\$127,120

The Consultant Schedule of Fees and Expenses is provided below.

PROFESSIONAL FEES	Hourly Rate
Scientist 9*	\$250
Scientist 8: Derrick Williams	235
Scientist 7: Cameron Tana	220
Scientist 6: Georgina King	210
Scientist 5	190
Scientist 4	165
Scientist 3: Nicholas Byler, Hanieh Haeri	145
Scientist 2: Patrick Wickham	125
Scientist 1	110
Senior Water Policy/Economics Specialist	255
Senior Programming Specialist	215
Water Policy Specialist	200
Water Resource Economist	185
Hydrologic Technician 2	120
Hydrologic Technician 1: Luis Mendez	100
Hydrologic Assistant	85
GIS / Data Coordinator	145
GIS / Data Specialist 2	135
GIS / Data Specialist 1	110
Scientific Illustrator 2	105
Scientific Illustrator 1	90
Contract Administrator	80
Technical Editor: Caryn Fogel	80
Clerical	80
EXPENSES	
Airline travel, ZipCar, and auto rental	Cost, plus 10%
Lodging and subsistence	Cost, plus 10%
Copying, printing, long distance calls, shipping, field	Cost, plus 10%
Subcontractor/Subconsultant services	Cost, plus 10%
Laboratory services	Cost, plus 10%
Use of private vehicles	Standard IRS Rate

Notes: *Scientist includes hydrogeologist, hydrologist, geologist, engineer, soil scientist, and chemist.

Rates for Consultant and subconsultants valid through June 2022.

SUBCONSULTANTS	Hourly Rate
Brook Kraeger, Linsley Kraeger	\$195
Mike Podlech	140

EXHIBIT C SCHEDULE

Services defined in the Overall Scope of Services in Exhibit A shall be provided from November 2020 through November 2023. The MGA may elect to extend the agreement by up to two additional years based upon a satisfactory review of Consultant’s performance, MGA needs, and appropriation of funds by MGA.

The Year 1 Schedule is from execution (anticipated in November 2020) through June 30, 2021. The schedule for Task 1 is presented below, Tasks 2 and 3 will occur as needed throughout the term. Any adjustment to the schedule is subject to approval and prior written authorization by the MGA.

Task 1 - Year 2 GSP Annual Report

The Annual Report is due to DWR by April 1, 2021. Figure 1 sets out the schedule for Task 1, with work starting in December 2020 and ending in March 2021.

Figure 1.

Figure 1. Schedule for Year 2 GSP Annual Report (Task 1)

Santa Cruz Mid-County Groundwater Agency Planning and Technical Services For GSP Implementation and Reporting	2020				2021												
	December				January				February				March				
	7	14	21	28	4	11	18	25	1	8	15	22	1	8	15	22	29
Week of	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Weeks from start																	
Task 1. Year 2 GSP Annual Report																	
1.1. Obtain and Evaluate Monitoring Well Data																	
1.2. Quantify Water Demand and Supply																	
1.3. Extend Basin Model to Estimate Change of Groundwater in Storage																	
1.4. Prepare Annual Report																	
Draft Report for Member Agency Staff Review																	
Incorporate Comments into Board Draft																	
1.6. Prepare for and Present Annual Report to Board of Directors																	
Finalize Report																	
1.5. Upload Monitoring Well Data and Annual Report to SGMA Portal																	

Annual Report Upload Deadline is April 1, 2021

EXHIBIT D INSURANCE

Without limiting Consultant's responsibility for injury or damage, as aforesaid, Consultant will at its sole cost and expense keep in force at all times during the performance of this contract, public liability insurance and provide a certificate of said insurance. Said insurance will be to limits not less than those shown below and shall be Commercial General and Auto Liability Insurance covering all operations and use of automobiles, including coverage for completed operations and for contractual liability (liability assumed under "an insured" Contract).

- A. **Coverage** - Coverage shall be at least as broad as the following:
1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to MGA) or the general aggregate limit shall be twice the required occurrence limit.
 2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
 3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against MGA, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for MGA; but this provision applies regardless of whether or not MGA has received a waiver of subrogation from the insurer.
 4. **Professional Liability** - (Also known as Errors & Omissions) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If Claims Made Policies:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, MGA requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to MGA.

- B. **Other Required Provisions** - The general liability policy must contain, or be endorsed to contain, the following provisions:
1. **Additional Insured Status** - MGA, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations.
 2. **Primary Coverage** - For any claims related to this project, Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to MGA, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by MGA its directors, officers, employees, and authorized volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- C. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to MGA.
- D. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by MGA. MGA may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or MGA.
- E. **Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-: VII or as otherwise approved by MGA.
- F. **Verification of Coverage** - Consultant shall furnish MGA with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by MGA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. MGA reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.
- G. **Subconsultants** - Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that MGA its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.
- H. **Safety** - In the performance of this contract Consultant shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply.

EXHIBIT E
GRANT CONDITIONS

The following conditions pertain to work funded by the California Department of Water Resources (“DWR”) Sustainable Groundwater Management Program grants (“Grant Agreement”) under Propositions 1 and 68.

Consultant agrees to be bound by all applicable provisions of the California 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.

Consultant shall maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices.

Pursuant to Government Code section 8546.7, Consultant shall be subject to the examination and audit by the State for a period of three years after final payment under the Grant Agreement with respect to all matters connected with the Grant Agreement. All records of Consultant shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.

Consultant is 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 Grant Agreement 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 section 10410 and section 10411, for State conflict of interest requirements.

Consultant, 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 (Government Code section 8350 *et seq.*) and have or will provide a drug-free workplace.

Consultant affirms that it is aware of the provisions of Labor Code section 3700, which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant affirms that it will comply with such provisions before commencing the performance of the work under the Grant Agreement and will make its contractors or subcontractors aware of this provision.

Consultant agrees to expeditiously provide throughout the term of the Grant Agreement, such reports, data, information, and certifications relating to the Consultant's scope of work as may be reasonably required by State.

Consultant shall name the State, its officers, agents and employees as additional insureds by separate endorsement on their liability insurance for activities undertaken pursuant to the Grant Agreement.

Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into the Grant Agreement by reference and made a part hereof as if set forth in full. Consultant shall give written notice of their obligations under this clause to labor organizations with which

they have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

November 19, 2020

MEMO TO THE MGA BOARD OF DIRECTORS

Subject: Agenda Item 5.2

Title: Amend the MGA Procurement Policy to Include a Local Business Preference

Attachments:

1. Proposed Amendment to the MGA Procurement Policy

Background:

At its September 17, 2020 meeting, the Santa Cruz Mid-County Groundwater Agency (MGA) Board of Directors (Board) approved the MGA Procurement Policy (Policy).

At that meeting, a member of the public requested that the Board consider including local and/or small business preferences in the Policy. The Board directed staff return to the Board at its November meeting with proposed amendments to the Policy for consideration of a local business preference.

Discussion:

The MGA Procurement Policy includes several preliminary General Procurement Standards. The section entitled “Fair Competition” includes the following provision:

Procurements shall be conducted in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the project.

In the proposed amended Policy, the above provision is removed and replaced by the following provision at the end of the Fair Competition section:

Notwithstanding any provision in this Policy, procurements funded by a state or federal funding program shall be conducted in a manner that satisfies all funding requirements.

Staff reviewed several local business preferences from other agencies, and ultimately modeled this preference based on one offered by the City of Santa Cruz.

The proposed amended Policy includes the following Local Business Preference in Section 8:

To support the local business community, the MGA will provide a preference of up to 6% to vendors located within Santa Cruz County. The preference has two tiers: a 2% preference for vendors with a business location within Santa Cruz County, and an *additional* 4% preference when at least 50% of the business owners live in Santa Cruz County. The preference is used only for the evaluation of quotes, bids, or proposals, and does not reduce the amount of a submitted quote, bid, or proposal.

The business location must be a business address. Home-based businesses may qualify if they have a home occupancy permit.

The local business preference does not apply to the following: 1) purchases of less than \$5,000, 2) sole source procurements, 3) construction projects, 4) urgent purchases necessary to protect public health, welfare, or safety, 5) purchases made under a cooperative agreement, 6) purchase made by credit card, petty cash, or on claims, 7) purchases funded by outside agencies that prohibit the use of local business preferences, and 8) qualifications based selections in which price is not considered in the selection of which service provider to engage in negotiations.

When seeking quotes, bids, proposals for purchases of over \$5,000, the MGA will provide potential bidders with a Local Business Preference Certification Form to be returned with the quote, bid, or proposal.

Recommended Action:

1. BY MOTION, amend the MGA Procurement Policy as set forth above to include a local business preference.



By

Ron Duncan
General Manager
Soquel Creek Water District

**SANTA CRUZ MID-COUNTY GROUNDWATER AGENCY
PROCUREMENT POLICY**

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SANTA CRUZ MID-COUNTY GROUNDWATER AGENCY

PROCUREMENT POLICY

1. AUTHORITY

The Santa Cruz Mid-County Groundwater Agency (MGA) is a joint powers agency organized under the laws of the State of California. A Joint Powers Agreement (JPA) was executed on March 17, 2016, by four member agencies (Members): the Soquel Creek Water District, the City of Santa Cruz, the County of Santa Cruz, and the Central Water District.

Under the JPA, the MGA has the authority to make and enter into contracts necessary to the full exercise of its power, and to employ, designate or otherwise contract for the services of agents, officers, employees, attorneys, engineers, planners, financial consultants, technical specialists, advisors and independent contractors.

2. PURPOSE

The purpose of the MGA Procurement Policy (Policy) is to establish a framework for the procurement of goods and services by the MGA. The Policy is designed to comply with applicable procurement standards, promote fairness in the procurement process, ensure the fiscal integrity of the MGA, and provide the flexibility needed to efficiently conduct the business of the MGA.

Any exceptions to this policy must be approved by the Board of Directors. The Board of Directors may, by majority vote and in accordance with its fiduciary responsibilities, approve expenditures in any amount and for any length of term that are not otherwise inconsistent with any applicable law or contract.

3. ADMINISTRATION

The MGA operates under a collaborative staffing model in which senior-level executive staff of the four Members (Executive Staff) are responsible for the management and administration of the MGA. Executive Staff include: the General Manager of the Soquel Creek Water District, the Director of the City of Santa Cruz Water Department, the County of Santa Cruz Water Resources Division Director, and the District Manager of the Central Water District.

The MGA Treasurer is the Finance and Business Services Manager of the Soquel Creek Water District. The MGA Treasurer and staff (MGA Financial Team) facilitate procurement payments as provided in this Policy and in the MGA Procurement Procedures. The MGA Board Clerk is the Executive Secretary/Board

Clerk of the Soquel Creek Water District (SqCWD).

4. GENERAL PROCUREMENT STANDARDS

4.1 Code of Conduct

The purpose of the Code of Conduct is to give guidance to representatives of the MGA so that they conduct themselves in a manner that is compatible with the best interests of the MGA and maintain compliance with California Government Code §1090, *et seq.* Representatives of the MGA are expected to: conduct themselves in a professional and ethical manner, maintain high standards of integrity, use good judgment, be principled in their business interactions, and act in good faith with individuals both inside and outside the Mid-County Groundwater Basin.

The following Code of Conduct shall govern the performance, behavior and actions of the MGA, including employees, Member agency employees, appointed or elected officials, volunteers, consultants, or agents (collectively referred to as “MGA Representatives”) who are engaged in any aspect of procurement, including, but not limited to, purchasing goods and services, awarding contracts and grants, and the administration and supervision of contracts or subcontracts:

- No MGA representative or agent of the MGA shall participate in the selection, award, or administration of a contract if a conflict of interest exists under applicable law. The Executive Staff, at their sole discretion, may also require any employee, official, volunteer, consultant or agent of the MGA to refrain from participation in the selection, award, or administration of a contract to avoid the appearance of conflict of interest.
- A conflict would arise if the MGA representative or agent of the MGA or any member of his or her immediate family, his or her partner or partner’s immediate family, or an organization which employs or is about to employ any of the parties indicated herein, has a real or apparent financial or other interest in, or receives tangible personal benefit from, the firm selected for an award. It is imperative that the MGA representative disclose to the Executive Staff as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties. (Immediate family members are defined as a spouse, domestic partner, legal guardian, son, daughter, mother, father, sister, brother, grandparents, or grandchild. Adopted, half, and step members are also included in immediate family).

- No MGA representative or agent of the MGA shall do business with, award contracts to, or show favoritism toward a member of his or her immediate family, his or her partner or partner's immediate family, or to any company, vendor, contractor, or parties to subcontractors who either employ or has any relationship to a family member; or award a contract or bid which violates the spirit or intent of federal, state and local procurement laws and policies established to maximize free and open competition among qualified vendors.
- MGA Representatives may not solicit, accept or agree to accept any gratuity for themselves, their immediate families or others that would or could result in personal gain. Personal gain may result not only in cases where an employee or immediate family member has a significant interest in a firm, or subcontractor of a firm, with which the MGA does business but also when an employee or immediate family member receives any gift or special consideration as a result of any transaction or business dealings involving the MGA. The following items are not considered gratuities:
 - Discounts or concessions routinely available to the general public
 - Items less than twenty-five dollars (\$25) that are turned over to the MGA for general MGA use
 - Inexpensive advertising items bearing the name of the vendor, such as pens, cups, candy, calendars, etc. that have a monetary value of less than twenty-five dollars (\$25)
- Disciplinary actions, up to and including termination for cause, will apply to any violation of these conflict of interest standards, in accordance with MGA policy, and/or, as applicable, a collective bargaining agreement, employment contract, or contract for services.

4.2 Fair Competition

MGA Representatives must discharge their duties impartially to assure fair competition among responsible vendors. All vendors will be treated equally and fairly at all times by all MGA Representatives, with equal information given to each vendor who participates in the procurement process. Prequalified lists of persons or firms, or products used in acquiring goods or services, are to be kept current and include enough qualified sources to ensure maximum open and fair competition.

- MGA Representatives may not place unreasonable restrictions on competition, including any of the following:

- Placing unreasonable requirements on vendors to qualify for a procurement
 - Requiring unnecessary experience and bonding
 - Noncompetitive pricing practices between vendors or affiliated companies
 - Awarding noncompetitive contracts to consultants that are on retainer contracts
 - Organizational conflicts of interest
 - Specifying a brand name product instead of allowing an equal product to be offered (brand names may be specified in instances where no grant funding is applicable to the project as long as the procurement remains competitive)
 - Non-compliance with sole source restrictions
 - Precluding potential bidders from qualifying during the solicitation
 - Any arbitrary action in the procurement process
- MGA Representatives shall ensure that any vendor that develops or drafts specifications, requirements, statements of work, invitation for bids, requests for qualifications, or requests for proposals for a procurement is excluded from competing in that procurement.
 - All solicitations will incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standard to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used as a means to define the performance or other relevant requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated.
 - Bids and proposals shall identify all the requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Notwithstanding any provision in this Policy, procurements funded by a state or federal funding program shall be conducted in a manner that satisfies all funding requirements.

4.3 Solicitation Procedures

The MGA has established procurement procedures to guide the

conservative utilization of resources.

- Acquisition of unnecessary or duplicative items must be avoided. Consideration should be given to consolidating or dividing procurements to obtain a more economical purchase. When appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services, the MGA shall enter into state and local inter-governmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
- Encourage the procurement of federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- Value engineering clauses may be used in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lowest cost.
- Contracts shall only be awarded to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- Records will be maintained sufficient to detail the history of the procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. The Board Clerk will be the repository for said records which shall be maintained according to the MGA's written record retention schedule.
- The MGA will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the MGA of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

5. PURCHASING APPROVAL THRESHOLDS

All expenditures must be approved in the fiscal year budget approved by the MGA Board of Directors (Board). The purchasing approval thresholds below establish the authority of either Executive Staff or the Board to approve individual expenditures within the fiscal year.

The Board may, however, approve expenditures in any amount and for any length of term that are not otherwise inconsistent with any applicable law or contract. Any purchase not covered under an existing budget allocation must be approved through the Operating Contingency Reserve (OCR).

5.1 Authority Thresholds

Procurements of up to \$50,000 must be approved by a member of the Executive Staff.

Procurements over \$50,000 must be approved by the Board.

A capital expenditure greater than \$100,000 must be approved by the unanimous decision of the member directors of the Board pursuant to JPA Section 9.3.

5.2 Contract Change Orders

Contract change orders (CCO) may be executed for projects that are in progress provided:

- Executive Staff approves all CCOs within its authority threshold;
- The Board approves all CCOs within its authority threshold;
- The total of all CCO's do not exceed the amount approved in the annual budget unless approved by the Board; and
- The CCO is within the authorized scope of work for the contract. Out-of-scope (supplemental agreements) must be separately bid and authorized by the Executive Staff for contracts within its approval authority, or by the Board.

A project is "in process" between the execution of the contract and/or Notice to Proceed, whichever is earlier, and final completion of the contract. Executive Staff shall report to the Board at the next Board meeting any CCO executed under this authority.

6. PROCUREMENT REQUIREMENTS

6.1 Purchases less than \$5,000

The price of any purchase must be considered reasonable by anyone duly authorized by the MGA.

6.2 Purchases from \$5,000 to \$50,000

Price or rate quotations from at least three (3) qualified sources must be submitted to the MGA Financial Team or proof of compliance with one or more of the factors for sole source procurement set forth in Section 6.5, below.

6.3 Purchases greater than \$50,000

All goods or services over \$50,000 are to be procured by the formal solicitation processes unless it is determined that the requirements of sole source procurement set forth in Section 6.5 are satisfied. Competitive proposals require formal solicitation, this includes fixed-price or cost-reimbursement contracts, and are used when sealed bids are not appropriate. The solicitation will often include evaluative factors other than price, and these factors shall be identified in the solicitation document, as well as how the factors will be weighted in the final consideration of bids.

6.3.1 Requests for Proposals

If a Request for Proposals (RFP) is used, the following requirements apply:

- The RFP must be publicized and identify all evaluation factors and their relative importance;
- Proposals must be solicited from an adequate number of qualified sources so as to ensure fair competition;
- The methods for technical evaluations of the proposals received and for selecting recipients may include, but are not limited to, oral interviews, reference checks, past performance, availability to perform work, and appropriate certifications as determined by project scope;
- Written procedures are required for all RFP technical evaluations and must be retained in the event of an audit;

- Any response that takes exception to mandatory items in the RFP proposal process may be rejected and not considered; and
- Contracts must be awarded to the responsible firm whose proposal is most advantageous to the MGA, with price and other qualitative factors considered.

A review and selection committee may be appointed to evaluate and rank the proposals and may be comprised as follows:

- The number of committee members and consultants to be interviewed shall be at the discretion of the Executive Staff or Board.
- The committee may include Executive Staff, other appropriate Member staff, other qualified individuals, or qualified and unbiased members of the professional discipline being considered; and
- If authorized by the Board, Board member(s) may participate in the selection committee.

6.3.2 Requests for Qualifications

Requests for Qualifications (RFQ) must be used for the required qualification-based procurement of architectural, landscape architectural, engineering, environmental, land surveying, and construction management services (collectively “A/E” professional services). The selection will be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required, pursuant to Government Code Section 4526.

Criteria for selecting an A/E firm should include such factors as professional excellence, demonstrated competence, specialized experience of the firm, education and experience of key personnel, staff capability, workload, ability to meet schedules, principals to be assigned, nature and quality of completed work, reliability and continuity of the firm, location, professional awards, and other relevant considerations. Such factors shall be weighed according to the nature and complexity of the project, the needs of the Agency, and the special requirements of the specific project.

Under an RFQ, competitors’ qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation.

6.3.3 Sealed Bids

Sealed bids are an alternative procurement method for purchases over \$150,000 that are not suited to Competitive Proposals under Sections 6.3.1 or 6.3.2.

Competitive sealed bids are publicly solicited and a firm fixed-price contract is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the Invitation for Bids (IFB), is the lowest in price. Upon obtaining and awarding bids, purchases must be approved pursuant to the approval guidelines in section 5.1. Purchases of materials, supplies, components or chemicals that will be in contact with drinking water must be NSF 60/61 certified and a certification form must accompany the purchase requisition.

This method is appropriate when the following conditions exist:

- A complete, adequate and realistic specification or purchase description is available, which can exist for some construction projects, vehicle or inventory purchases;
- Two or more responsible bidders are willing and able to compete effectively for the business; or
- The procurement lends itself to a firm fixed-price contract (lump sum or unit) and the selection of the successful bidder can be made principally on the basis of price.

If the sealed bid method is used, the following conditions apply:

- The Invitation for Bids (IFB) must be publicly advertised;
- Bids must be solicited from an adequate number of known suppliers, and bidders must be provided a sufficient response time prior to the date set for opening bids;
- The IFB, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- All bids will be publicly opened at the time and place prescribed in the IFB;
- A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such

discounts are usually employed; and

- Any and all bids may be rejected if there is a sound documented reason.

6.3.4 Contract Cost or Price Analysis

As part of the selection process for every purchase over \$150,000, some form of cost or price analysis must be performed, including any contract modifications. A price analysis is the process of comparing total price among comparable offers, whereas a cost analysis is the process of reviewing individual elements of cost that make up the overall price. If it is requested that costs are broken out in the submission of bid or proposal, each of the elements must be analyzed to determine whether it is fair, reasonable and beneficial to the overall deliverable.

6.4 Time and Materials Contracts

The use of time and materials contracts are discouraged and may only be used if 1) the contract includes a not-to-exceed price that the contractor exceeds at its own risk; and 2) the Board has determined no other type of contract is suitable and the reasons for unsuitability are well documented. The cost of a time and materials type contract is the sum of the actual cost of materials plus direct labor hours charged at a fixed hourly rate that include wages, administrative expenses and profit. Such contracts are disfavored because they provide no positive profit incentive for cost control or labor efficiency, and require a higher degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

6.5 Sole Source Procurement

All goods or services over are to be procured as presented in Sections 6.1 to 6.4 above unless it is determined and documented that the requirements of sole source procurement are satisfied.

For procurements less than \$50,000, which require Executive Staff approval and for which a contract has been executed, a copy of the contract and the written justification for sole source procurement must be provided to the Board at the next meeting of the Board. For procurements over \$50,000, which require Board approval, the written justification must be distributed with the Board meeting materials in advance of the meeting at which the contract is approved.

Sole source procurement may be utilized when competitive procurement would fail to produce an advantage or the procurement process is undesirable, impractical, or impossible. The following factors may justify sole source procurement:

- a) When the goods or services are needed on an emergency basis. Executive

Staff may determine if an emergency exists and that the potential impacts to public health, safety or welfare of the community warrant this procurement method. All emergency purchases which would otherwise require competitive solicitation must be submitted to the Board for ratification at the next meeting of the Board.

- b) When the goods or services are either:
 - i. available from only one source, or
 - ii. unique due to the specialized skill or experience of the contractor, consultant or supplier, or
 - iii. proprietary in nature.

- c) When the goods or services are required to match, integrate or be compatible with an existing project or program and the work, materials or services are from a contractor, consultant or vendor who previously satisfactorily performed or provided work, materials or services to the MGA or a Member Agency.

- d) When the goods or services are obtained by cooperative procurements or “piggyback” on the competitive procurement process of another agency. The MGA shall have the authority to join with other public jurisdictions in cooperative purchasing plans, programs or pricing agreements. The MGA may also contract for Services and Supplies at a price established by competitive procurement by another public jurisdiction in substantial compliance with that public agency’s competitive procurement process. The MGA may also contract with any federal, state, municipality or other public agency.

7. CONTRACT REQUIREMENTS

7.1 All Contracts

All MGA contracts are signed by the Board Chair or Vice-Chair or a member of the Executive Staff and approved as to form by MGA legal counsel.

7.2 General Services Contracts

The purchase of general services (other than professional services, as defined below) under a service contract or agreement should generally not exceed a two-year term. Services associated with a project may be approved for a multi-year contract that coincides with the term of the project at the discretion of the Board. In instances where a shorter term contract could result in significant disruption of MGA operations, the Board may approve an extended contract.

7.3 Professional Services Contracts

Professional services may be procured for up to three-year contracts, with an option to extend into one or two additional years as long as performance is satisfactory and pricing remains competitive. Longer contracts preclude competitive procurement and are discouraged. Professional services are services requiring a high degree of professional, educational or technical skill such as services rendered by architects, landscape architects, engineers, environmental engineers, environmental planners, surveyors, construction managers, economists, bond counsel, bond underwriters, financial advisors, appraisers, actuaries, attorneys, auditors, software service providers, web designers, and others. Professional services associated with a project may be approved for a multi-year contract that coincides with the term of the project at the discretion of the Board. In instances where a shorter term contract could result in significant disruption of MGA operations, the Board may approve an extended contract.

Executive Staff is authorized to negotiate a contract detailing scope of work and fair and reasonable compensation with the firm whose competitive proposal ranked highest during the evaluative process. If the MGA is unable to negotiate a satisfactory contract with the highest ranked firm, negotiations may be formally terminated and the firm dismissed from further consideration. Negotiations may continue with subsequently ranked firms until an agreement is reached. The substance of previous negotiations will not be divulged by MGA member agency staff in discussions with subsequently ranked firms, and the submittals of unsuccessful candidates will be considered confidential. If no agreement is reached the MGA may consider re-publicizing the procurement.

7.4 Public Works Projects

7.4.1 Prevailing Wage Requirements

Public works projects are defined, for prevailing wage purposes, in California Labor Code Section 1720 to include construction (including design, inspection or surveying), alteration, demolition, installation, or repair, paid for in whole or in part out of public funds. No contractors or subcontractors may be awarded a contract for a public works project unless the contractor and subcontractor is registered with the California Department of Industrial Relations' Public Works Contractor Registration Program.

7.4.2 MGA Responsibilities

For any public works project, the MGA must:

- Register the project with the Department of Industrial Relations (DIR) by

filing a PWC-100 form within 5 days of the award of the contract (failure to provide timely submission can jeopardize state funding);

- Obtain prevailing wage rates from DIR;
- Notify potential contractors that they must register with DIR prior to bidding;
- Certify proof of contractor registration before awarding bid;
- Require contractors to post jobsite notices on public works requirements;
- Ensure contractor is paying prevailing wages in compliance with public works laws; and
- Report any suspected violations to the Labor Commission.

7.4.3 Contractor Responsibilities

For any public works project, the contractor must:

- Register with the Department of Industrial Relations (DIR) as a public works contractor;
- Pay prevailing wages on any project over \$1,000;
- Follow apprenticeship requirements for any project over \$30,000;
- Maintain and submit certified payroll records.

7.4.4 Small Project Exemption

A small project exemption exists for maintenance projects that do not exceed \$15,000, or new construction, demolition, alteration or repair projects that are less than \$25,000. Contractors who work exclusively on small projects that qualify for exemption are not required to register as a public works contractor or file electronic certified payroll reports but are still required to maintain certified payroll records and provide them to the Labor Commissioner's office and the MGA on request. The MGA need not file a PWC-100 form for exempt projects.

7.4.5 Surety (Bonding) Requirements

For public works construction contracts or subcontracts the MGA has established the following sureties.

- A bid guarantee from each bidder equivalent to ten percent (10%) of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- A faithful performance bond on the part of the contractor for no less than 100 percent (100%) of the contract amount. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- Required for contracts and subcontracts exceeding \$25,000: A payment bond on the part of the contractor for no less than 100 percent (100%) of the contract amount. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. The MGA must approve the bond before work begins and is not allowed to release payment to the contractor without an approved payment bond. This threshold is less than the MGA's threshold for sealed bids or competitive proposals but exceeds the threshold for small purchases requiring competitive pricing. A design professional is not considered a direct contractor in this instance and is therefore exempt from the bond requirement.
- A maintenance bond on the part of the contractor for no less than ten percent (10%) of the contract amount or \$2,000, whichever is greater, to remain in effect for a minimum of two years after the completion and acceptance of work performed under the contract. A maintenance bond protects the MGA against defects and faults in materials, workmanship, and design.

8. LOCAL BUSINESS PREFERENCE

To support the local business community, the MGA will provide a preference of up to 6% to vendors located within Santa Cruz County. The preference has two tiers: a 2% preference for vendors with a business location within Santa Cruz County, and an *additional* 4% preference when at least 50% of the business owners live in Santa Cruz County. The preference is used only for the evaluation of quotes, bids, or proposals, and does not reduce the amount of a submitted quote, bid, or proposal.

The business location must be a business address. Home-based businesses may qualify if they have a home occupancy permit.

The local business preference does not apply to the following: 1) purchases of less than \$5,000, 2) sole source procurements, 3) construction projects, 4) urgent purchases necessary to protect public health, welfare, or safety, 5) purchases made under a cooperative agreement, 6) purchase made by credit card, petty cash, or on claims, 7) purchases funded by outside agencies that prohibit the use of local business preferences, and 8) qualifications based selections in which price is not considered in the selection of which service provider to engage in negotiations.

When seeking quotes, bids, proposals for purchases of over \$5,000, the MGA will provide potential bidders with a Local Business Preference Certification Form to be returned with the quote, bid, or proposal.

November 19, 2020

MEMO TO THE MGA BOARD OF DIRECTORS

Subject: Agenda Item 5.3

Title: Approve Resolution to Apply for Proposition 68 Implementation Grant, Round 1, through the Sustainable Groundwater Management Grant Program

Attachment

1. Resolution No. 20-01

Background

On October 30, 2020, the Department of Water Resources (DWR), through the Sustainable Groundwater Management (SGM) Grant Program, released a Grants Proposal Solicitation Package (PSP) for Implementation Round 1 grants for the implementation of Groundwater Sustainability Plans (GSP). Round 1 provides up to \$26 million in grants to Critically Overdrafted (COD) groundwater basins. The PSP is available at: [October 2020 - Implementation Grants Proposal Solicitation Package](#)

Discussion

Under the PSP, the Santa Cruz Mid-County Groundwater Agency (MGA) could apply for a grant award of from \$2 to \$5 million for activities to implement the Santa Cruz Mid-County Groundwater Basin GSP. The grant requires a local cost share contribution of 25% of the total project cost (grant funding + match funding = total project cost).

Eligible project types include activities and/or tasks that consist of the development of groundwater recharge projects with surface water, stormwater, recycled water, and other conjunctive use projects, and/or projects that prevent or clean up contamination of groundwater that serves as a source of drinking water. Other eligible project types and programs include those that support water supply reliability, water conservation, and water use efficiency and water banking, exchange, and reclamation. Eligible projects include those activities associated with the implementation of an adopted GSP and must also be listed within an adopted GSP.

MGA member agency staff are in the initial stage of evaluating this funding opportunity and developing a strategy for the submittal of an application. It is anticipated that this process will require participation of member agency staff, the Regional Water Management Foundation, and possibly technical consultant support.

The deadline to submit grant applications is January 8, 2020. The application must include a resolution by the governing Board, as the grant applicant, designating an

authorized representative to submit an application and execute an agreement with the State of California for a grant award under the SGM Grant Program, Proposition 68 Implementation Round 1. The proposed MGA Resolution, No. 20-01, is attached.

As the next regularly-scheduled MGA Board meeting is March 18, 2021, staff recommends the Board approve the proposed resolution at this time, allowing MGA member agency Executive Staff to proceed with an assessment and determination regarding the content, preparation, and submittal of an application to DWR for this funding opportunity.

Recommended Action:

1. By MOTION and roll call vote, adopt Resolution No. 20-01 to authorize the submittal of an application and the execution of an agreement with the State of California for a Sustainable Groundwater Planning Program - Round 1 Grant.

By 

Tim Carson
Program Director
Regional Water Management Foundation



Groundwater is a vital resource, together let's protect it.

midcountygroundwater.org • 5180 Soquel Drive • Soquel, CA 95073

November 19, 2020

RESOLUTION NO. 20-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ MID-COUNTY GROUNDWATER AGENCY

Resolved by the Santa Cruz Mid-County Groundwater Agency, that an application be made to the California Department of Water Resources to obtain a grant under the 2019 Sustainable Groundwater Management (SGM) Grant Program Implementation – Round 1 Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) (Pub. Resource Code, § 80000 et seq.), and to enter into an agreement to receive a grant for the: *Santa Cruz Mid-County Groundwater Agency SGM Round 1 Implementation Grant (or similar title)*. The Board Chair of the Santa Cruz Mid-County Groundwater Agency, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement and any future amendments (if required), submit invoices, and submit any reporting requirements with the California Department of Water Resources. Passed and adopted at a meeting of the Santa Cruz Mid-County Groundwater Agency on November 19, 2020.

Authorized Original Signature: _____

Printed Name: Dr. Tom LaHue

Title: Board Chair

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Santa Cruz Mid-County Groundwater Agency on November 19, 2020.

Original Signature: _____

Printed Name: Mr. Jim Kerr

Title: Board Secretary

November 19, 2020

MEMO TO THE MGA BOARD OF DIRECTORS

Subject: Agenda Item 5.4

Title: Affirm the Approach to Near-Term Groundwater Sustainability Plan (GSP) Implementation Activities for Basin Monitoring and Data Management

Attachments:

1. 5.4.1 Request for Proposals to Provide Professional Services for Monitoring Network Enhancement
2. 5.4.2 Contract for Services: County of Santa Cruz and KISTERS for a Santa Cruz Countywide Water-Related Data Management System

The purpose of this memo is to present information to the Santa Cruz Mid-County Groundwater Agency (MGA) Board of Directors (Board) on recent monitoring activities in the Santa Cruz Mid-County Groundwater Basin (Basin) and on the proposed approaches to near-term activities to expand the Basin monitoring network and develop and implement a Data Management System as part of the implementation of the Basin Groundwater Sustainability Plan (GSP).

Basin Monitoring

Member Agency Monitoring Activities

As presented in the GSP (Section 3.3 Monitoring Network), there is an extensive monitoring network in the Basin including of approximately 170 wells that are routinely monitored as well as stream monitoring and other physical and biological monitoring activities. The individual member agencies lead monitoring activities in their respective service areas or area of jurisdiction to characterize groundwater and related surface water conditions (e.g., groundwater levels, water quality, stream monitoring, etc.). The GSP established Representative Monitoring Points (RMPs) for which sustainable management criteria are set and will inform the assessments (annual and 5-year) of progress towards Basin sustainability over time.

The individual MGA member agencies continue to lead the collection of monitoring data. As the monitoring network is expanded (as described below), it is anticipated the member agencies will enter into a Memorandum of Agreement to further describe the cooperative relationship with regard to roles, responsibilities, and costs related to monitoring activities in the Basin.

Monitoring: Streamflow Upper Soquel Creek Watershed

In 2020, the MGA engaged Trout Unlimited (TU) to monitor streamflow at four sites to characterize dry season low flow conditions in the Upper Soquel Creek drainage network (May through October 2020). This included approximately monthly field visits to collect streamflow measurements, record staff plate readings, photo document site conditions, and to download data from each gage. TU will update rating curves and streamflow datasets for each gauge and provide the data to the MGA. TU will provide a brief report summarizing streamflow conditions in the Upper Soquel Creek watershed during the dry season for water year 2020.

Monitoring Network Improvements

As presented in the GSP (3.3.4 Assessment and Improvement of Monitoring Network), recommended improvements to the Basin monitoring network include additional groundwater level monitoring sites, new streamflow monitoring sites, and new data collection on groundwater extraction from private non-de minimis wells that met high-priority criteria based upon usage (greater than 5 acre-feet per year) and/or location (priority management zones based upon seawater intrusion and depletion of interconnected surface water).

New Shallow Groundwater Wells and Streamflow Monitoring

To address a data gap in the Basin monitoring and to more fully characterize interconnections between surface water and groundwater, the MGA will install new streamflow gauges and new groundwater monitoring sites. The new sites are to better understand and measure the relationship between surface water depletion and groundwater extraction. In October 2020, the County of Santa Cruz, on behalf of the MGA, issued a Request for Proposals (RFP) to solicit proposals for the purpose of selecting qualified consultant(s) to expand the Basin's Monitoring Network through the deployment of stream gauges and the design and oversight of installation of shallow monitoring wells. Due to the County's role in regional streamflow monitoring and related efforts, it was determined to be the most suitable MGA member agency to issue the RFP and assume the lead coordinating entity role. The RFP is attached (Attachment 5.4.1). The proposal selection is anticipated to occur in November 2020 and approval by the County Board of Supervisors in January 2021.

This work will be funded in part by the MGA's Sustainable Groundwater Management Program grant from DWR. An estimated \$165,000 is available to support the proposed tasks not including the shallow well construction costs; the shallow well construction will be separately awarded via a competitive bid process. This work will be conducted over a two-year period, beginning in early 2021.

New Deep Groundwater Monitoring Wells

As presented in the GSP (Section 3.3.4.1 Groundwater Level Monitoring Data Gaps) the addition of deeper wells was recommended in two locations along the coast to enhance the monitoring of seawater intrusion. The first of these deep wells, SP-5, was installed by the City of Santa Cruz Water Department (SCWD) in March 2020. This monitoring well is in the Tu Aquifer Unit and is located between SCWD's Soquel Point and Pleasure Point monitoring cluster. The other new monitoring well, SC-3 (AA), to be installed by Soquel Creek Water District (SqCWD) in the next few years, will involve adding a deeper monitoring well adjacent to an existing SqCWD monitoring well screened in the Purisima A-unit.

Groundwater Extraction Metering Program

Consistent with the GSP (Section 3.3.4.3 Groundwater Extraction Monitoring Data Gaps), the MGA will develop and implement a well metering program to facilitate consistent and reliable reporting of volumetric data on groundwater usage from certain non-de minimis users (users with annual groundwater extraction greater than 2 acre-feet) in the Basin. The program will apply to two categories of users: (1) all pumping operations expected to extract more than 5 acre-feet per year, and (2) all non-de minimis pumping operations within priority management zones as defined by the County of Santa Cruz and pending approval from the MGA Board. This program is intended to provide reliable extraction data to inform management and groundwater modeling of the Basin and to provide new data on pumping that may impact seawater intrusion or an interconnected stream where groundwater dependent ecosystems are identified in the GSP.

Grant funding will support technical consultant(s) and the County of Santa Cruz Environmental Health Water Resources Division staff in conducting this task. Additional support, as needed, may also be provided by MGA member agency staff. This work will be principally funded by the Sustainable Groundwater Management Program grant from DWR. Work will initiate in 2021. A Groundwater Extraction Metering Plan is anticipated to be done in summer 2021, followed by launch of the Program. The Year 1 annual reporting summary is anticipated in late summer 2022.

Data Management System

Consistent with the GSP (Section 5.1.1.4.7 Data Management), and as required under the Sustainable Groundwater Management Act (SMGA), the MGA will institute a Data Management System (DMS). The approach is to develop and implement a DMS for GSP-related data that informs evaluations of Basin management and leverages the existing data management efforts of the member agencies. To this end, the MGA is collaborating with the neighboring Groundwater Sustainability Agency (GSA), the Santa Margarita Groundwater Agency (SMGWA), and the member agencies of both

GSA (Partner Agencies) to develop a Countywide DMS. The approach provides greater efficiencies in terms of cost and effort and provides greater utility overall in terms of data available to inform management of both basins and access to data. The MGA informed the DWR SGMA Program managers of the proposed approach and they indicated their support for the GSAs coordinated approach. MGA representatives also meet with staff from PV Water, the GSA for the Pajaro Valley Basin, to inform them of the coordinated approach and gauge their potential interest in participating. PV Water is not interested in participating at this time but staff expressed interest in being kept informed of the progress on the DMS development.

In August 2020, the County of Santa Cruz, on behalf of the participating GSA member agencies, invited Statements of Qualifications (SOQs) from firms interested in providing services to develop a DMS for the management and analyses of water resources information. The purpose of the DMS is to assist the implementation of the GSPs as well as complementary water resource management efforts.

The tasks to be completed by the consultant are to: 1) evaluate Partner Agencies' needs and present potential approaches to designing a regional DMS, 2) develop a DMS integrating temporal and geospatial datasets in a database and software application to inform analyses and management of water resources, 3) provide support for importing historical datasets of various file types, 4) provide support in developing and automating workflows for importing, editing, Quality Assurance/Quality Control (QA/QC) reviews and publishing data in reports, 5) provide initial support during the first year (Year 1) of the DMS operation. Ongoing support needs beyond Year 1 will be assessed by Partner Agencies in the future. If budget allows, the DMS may require a web-based interface with the following features: a map showing monitoring points, graphing functionality, data export functionality and user-based access to data.

A preliminary conceptual graphic of architecture of the DMS is shown Figure 1. The diagram is a general concept, details of data outputs and agency/public access to data will be determined as work proceeds.

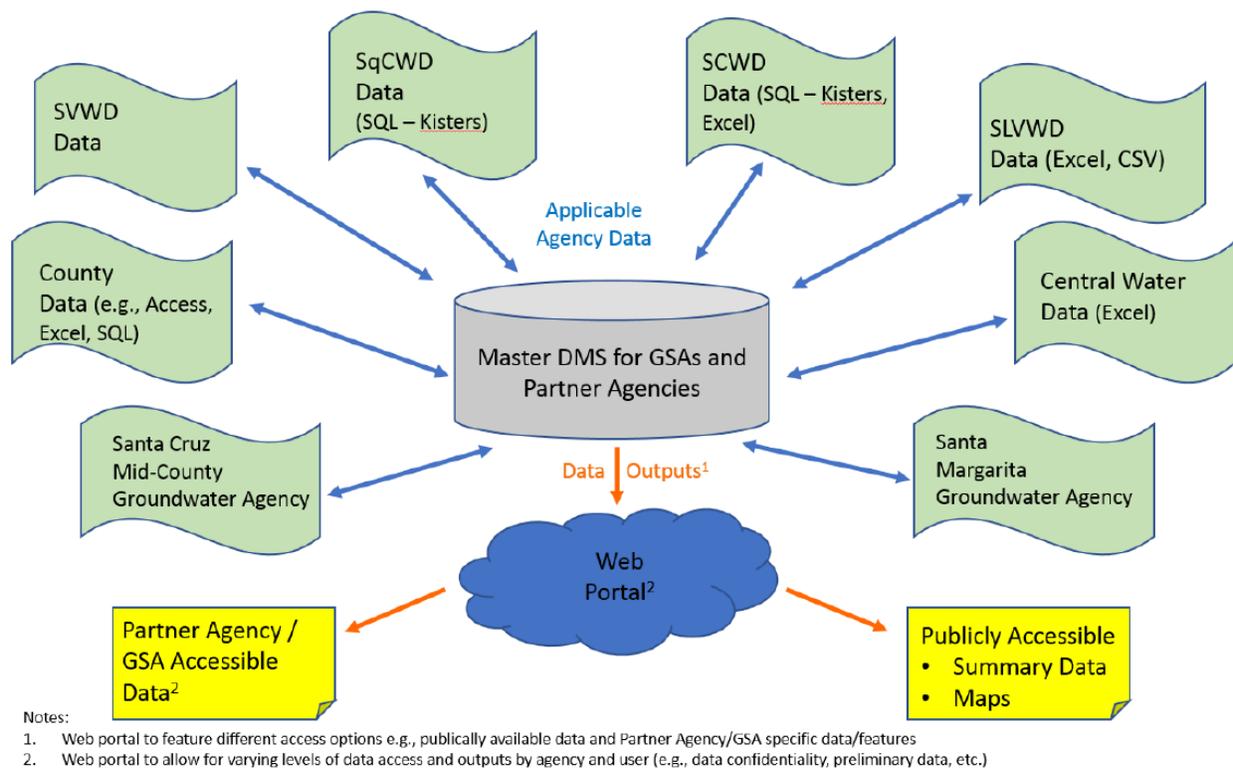


Figure 1. DMS Preliminary Conceptual Diagram

Three firms submitted SOQs. Representatives from the Partner Agencies evaluated the SOQs and conducted an interview. KISTERS North America, Inc. and its WISKI (Water Information Systems by KISTERS) software stood out in its ability to meet the desired needs and was ranked as the top candidate. The Partner Agencies, led by the County of Santa Cruz, then entered into negotiations with KISTERS to develop the scope of work and budget for the development of the DMS. Once all parties were satisfied with the Scope and Budget, County staff routed it for approval. The proposed contract for services between the County of Santa Cruz and KISTERS is attached (Attachment 5.4.2). The contract will appear before the Board of Supervisors at the December 8th, 2020 meeting. Work will begin immediately after Board approval. It is anticipated the DMS will be completed in summer 2021.

KISTERS work will be funded in part by DWR's Sustainable Groundwater Management Program grant as well as by the Partner Agencies. As the DMS development nears completion and the potential needs and applications are more fully understood, it is anticipated the member agencies will enter into a Memorandum of Agreement, further describing the longer-term roles, responsibilities, and cost share for ongoing DMS operation and support.

The MGA Executive Staff unanimously support the proposed approaches summarized in this memo for the near-term activities to expand the Basin monitoring network as well as the development and implementation of a Data Management System.

Recommended Action:

1. BY MOTION, affirm the approach proposed for the near-term Groundwater Sustainability Plan (GSP) implementation activities related to the Basin Monitoring Network and the development of a Data Management System.



By

Tim Carson
Program Director, Regional Water Management Foundation

On behalf of the MGA Executive Staff
Ron Duncan, General Manager, Soquel Creek Water District
Ralph Bracamonte, District Manager, Central Water District
Rosemary Menard, Director, City of Santa Cruz Water Department
John Ricker, Water Resources Division Director, County of Santa Cruz



ENVIRONMENTAL HEALTH

County of Santa Cruz

HEALTH SERVICES AGENCY

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<http://sceeh.com/>



Request for Proposals

To Provide Professional Services for Monitoring Network Enhancement

Request for Proposals Issued: October 23, 2020

Proposals Due: November 12, 2020

Requestor: County of Santa Cruz Environmental Health on behalf of the Santa Cruz Mid-County Groundwater Agency

Submit electronic copy of Proposal to Sierra.Ryan@santacruzcounty.us
by 4:00PM, Thursday November 12, 2020

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Request for Proposals

The County of Santa Cruz Environmental Health (County) on behalf of the Santa Cruz Mid-County Groundwater Agency (MGA) is soliciting a Request for Proposals (RFP) from qualified persons and /or consulting firms (Consultant) to perform Professional Services for enhancement of the Monitoring Network in the Santa Cruz Mid-County Groundwater Basin (Basin).

I. Overview

In 2014, Governor Edmund G. Brown, Jr. signed three laws that make up the Sustainable Groundwater Management Act (SGMA). SGMA requires the development of a Groundwater Sustainability Plan (GSP or Plan), which is a collaborative effort between local water agencies, technical experts, land use agencies, environmental managers, and community members to manage the groundwater basin sustainably. This Plan for this Basin was prepared by the Santa Cruz Mid-County Groundwater Agency (MGA) and adopted in January 2020. The MGA was formed as a Joint Powers Authority (JPA) between four Member Agencies: The City of Santa Cruz, Soquel Creek Water District, Central Water District, and the County. The MGA utilizes a collaborative staffing model, references to staff are staff from the Member Agencies. The MGA also employs a technical consultant that supported the preparation of the Plan and will also support the preparation of the Plan annual reports and Plan updates. The intent of the Plan is to guide long-term management of the shared groundwater resource to ensure a reliable water supply for community needs and the natural environment of the region now and into the future.

The goal of the Plan is to avoid undesirable results for five sustainability indicators: groundwater level declines, groundwater storage reductions, interconnected surface water depletion, seawater intrusion, and water quality degradation. The two most important sustainability indicators in the MGA Basin are seawater intrusion and interconnected surface water depletion. To demonstrate that the MGA is making progress towards sustainability, the MGA must build a robust monitoring network. While existing monitoring programs developed by the MGA member agencies will provide much of the needed monitoring data, there are gaps in these programs that must be addressed, particularly to assess the interconnected surface water depletion indicator.

II. Purpose

The purpose of this Request for Proposals is to solicit Proposals for the purpose of selecting qualified consultant(s) (a single firm or group of firms or individuals working as team) (herein referred to as Consultant) to perform Professional Services to expand the Basin's Monitoring Network through the deployment of stream gauges and the design and oversight of installation of shallow monitoring wells. The installation of new streamflow gauges and new groundwater monitoring sites will help better understand and measure the relationship between surface water depletion and groundwater extraction.

III. Funding

The work described in this RFP will be funded in part by a Water Quality, Supply and Infrastructure Improvement Act of 2014 (Sustainable Groundwater Planning Grant Program) grant, administered by the State of California, Department of Water Resources. Grant funding in the amount of \$165,000 is available to support the proposed tasks not including the shallow well construction costs; the shallow well construction will be separately awarded via a competitive bid process. A copy of the applicable Standard Conditions pursuant to the grant are included as Exhibit D.

IV. Anticipated Scope of Work

The Scope of Work for this contract will be guided by the Tasks outlined in the grant. The complete set of requirements for the tasks as outlined in the grant are found in Exhibit A, and the site map is Exhibit B. A sample scope of work is outlined below. Any additional scope of work items proposed by the Consultant that may provide additional value is encouraged and should be labeled as “Optional Tasks” in the Consultant’s response to the RFP. Consideration will be given to added value of each optional task for Consultant selection and inclusion in the final scope of work.

Task 0 – Team Development (optional)

- If the person or firm responding to this RFP does not have the in-house ability to conduct all of the activities in the RFP, outline a plan for how those abilities will be incorporated into the team and the timeline for work to be performed by a subcontractor. The well drilling and construction will be bid through a separate process.

Task 1 – Site Selection

- Review relevant sections of the GSP provided by staff, including Sections 3.2 (Measurable Objectives), Section 3.3 (Minimum Thresholds), Section 3.4 (Undesirable Results) and Section 3.5 (Monitoring Network) as it relates to depletion of interconnected surface water.
- Develop criteria for selecting the best locations for deployment of five stream gauges and installation of eight shallow monitoring wells. Criteria should consider hydrogeological conditions, proximity to pumping centers and existing monitoring sites, channel conditions, and site access. For the purpose of developing the proposal, consultants should assume that the stream gauges and shallow monitoring wells shall be located approximately as described in Exhibit B, but sites may be shifted in response to the factors described above.
- Work with Member Agency staff and technical consultant to identify mapped locations potentially suitable for the deployment of the stream gauges and installation of the shallow monitoring wells.
- Conduct field reconnaissance of potential sites to confirm suitability.
- Contact landowners and work with staff to develop access permission agreeable to the County, landowner(s), and project funders.

Task 2 – Stream Gauge Deployment

- Work with staff and MGA technical consultant to select appropriate stream gauge equipment for the sites, understanding that the primary concern is baseflow and therefore high storm events are not a priority for monitoring.
- Determine the best approach for anchoring the selected equipment to minimize the likelihood of theft, vandalism, or damage at each site.
- Produce a memo that details the stream gauge installation and ongoing monitoring plan consistent with the Exhibit K requirements
- Deploy stream gauge equipment that is capable of measuring water level with an accuracy that is suitable for stream flow analysis.
- Conduct flow measurements as needed to develop the initial rating curves.

Task 3- Shallow Monitoring Well Design, Specification, and Bid Assistance.

- Work with MGA Member Agency staff and MGA technical consultant to determine the appropriate depth and necessary screening for the monitoring wells. Determine the most suitable data collection equipment.
- Produce a memo for the monitoring well installation plan and ongoing monitoring plan with the Exhibit K requirements
- Develop the designs, specifications, and help with acquisition of any required permits
- Work with County staff to develop the bid packet, attend pre-bid walks, and evaluate received bid proposals for the construction of the monitoring wells. Note: the firm selected for this RFP will not be eligible to bid for the well construction.
- Provide construction oversight during the installation of the monitoring wells and data collection equipment.

Task 4 –Data Collection Training

- Provide training to MGA staff and/or Consultants for ongoing collection of data compatible with the MGA’s data management system.

V. Term of Contract

Contracting based on the successful Proposal will begin immediately. **The expected outcome** is a 2-year contract.

VI. Fee Estimate

Provide the total estimated budget for the project broken down by task as presented in the Anticipated Scope of Work (Section IV). Provide fee schedules for the Consultant and team includes an hourly rate for each category of employee and fee for related support costs. Provide proposed rate schedules for consecutive years.

VII. General Assumptions and Requirements

The following is a list of general assumptions:

1. The Consultant shall manage the Scope of Services such that the work is completed within the not-to-exceed fee limit and in accordance with the schedule and ensure that all services and deliverables meet the County’s requirements. The Consultant shall assume at least one monthly conference call (1 hour) to be held with staff.
2. The Consultant shall submit deliverables in electronic format as outlined in the final Scope of Services.
3. Reports/memoranda produced by the Consultant shall undergo review and comment by staff.

4. The Consultant shall meet all applicable requirements of the Grant Agreement between the Department of Water Resources and the Santa Cruz Mid-County Groundwater Agency(See Exhibit D).

VIII. Requirements

The Proposal should be concise, well-organized and demonstrate the Consultant's and the individual team members' qualifications related to the proposed nature of the services needed and the Scope of Work. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

For the sake of efficient review, please restrict the Proposal to a total not-to-exceed limit of 15 pages (standard letter sized 8½" by 11"), including preprinted material, charts, design write-up, graphics, forms, pictures, etc. The minimum font size for the Proposal is 12-point. For exhibits such as the proposed project schedule, the use of 11" x 17" pages is allowable and welcomed. The 15-page limit does not include the cover letter, dividers, resumes, appendices, front cover or back cover. Please limit resumes to not more than 2 pages per individual.

Parties interested in being considered for this project are requested to submit their Proposals electronically **by 4:00 p.m Thursday November 12th** to:

ATTN Sierra Ryan
Water Resources Planner, County of Santa Cruz
Sierra.ryan@santacruzcounty.us

At a minimum, the Consultant's Proposal shall include:

A. Cover Letter

This letter shall be a brief formal letter from the Consultant that provides information regarding the firm and its ability to perform the requirements of this solicitation. This letter must include the following information:

- Complete legal company name (as it should appear in a contract).
- Company Address.
- Contact person, telephone number, and email address.
- Identify all materials and enclosures being forwarded in response to this solicitation.
- The letter must be signed by an individual authorized to bind the proposing entity.

B. Project Understanding

The statement of qualification shall include a description of the Consultant's understanding of the Monitoring Network Services needed and the scope of work.

C. Technical Approach

A clear description of the Consultant's approach and methodology to complete the work tasks outlined in this RFP.

D. Consultant Team

Provide a brief overview of the firm and identify local and regional branch offices. Provide a specific organizational chart identifying key project personnel by name, title, work office location, California Professional Registrations and the areas of expertise for which each team member will be responsible. Provide the percentage of time that the project manager will be working on this project.

E. Experience

Describe the specific relevant projects that the proposed team has worked on within the past five (5) years with contact names and phone numbers of clients. Please provide a minimum of three (3) reference projects of similar scope. For each project, please indicate which proposed team member worked on the projects and describe the role/work they performed. Please restrict project experience listings and descriptions to the team members that are a part of this team.

F. Project References

In addition to the description of project experience, please provide three (3) specific project reference contacts for your firm on similar projects.

G. Resumes

Please include resumes for each proposed team member. Please limit each resume to not more than two (2) pages.

H. Budget and Fee Schedule

Provide the total estimated budget for the project broken down by task. Provide fee schedules for the Consultant and team includes an hourly rate for each category of employee (i.e., principal, project manager, staff engineer/scientist, etc.) and fee for related support costs (mileage, blueprint, reproduction, etc.). Provide proposed rate schedules for consecutive years.

IX. Evaluation Criteria and Selection

A. Selection Criteria

Firms will be evaluated on the information presented in the Proposal. All proposals will be initially evaluated to determine if they meet the minimum requirements. Those that meet the minimum requirements will then be reviewed for the following:

1. Qualifications as they relate to this project (40%).
 - a. Firm's experience with similar services and projects.
 - b. Experience and qualifications of proposed key personnel.
 - c. Communication skills.
2. Consultant's project understanding and technical approach to complete the tasks outlined in the RFP, including any optional tasks proposed by the Consultant (30%).
3. Apparent ability to provide the required services in a timely matter (15%).

- a. Accessibility of staff.
- b. Flexibility and readiness for completing specified work.
4. Firm’s reputation for integrity and competence (15%).
5. If a clear choice is not evident, interviews will be scheduled with those firms of exceptional rating.

Contract negotiations will begin immediately with the first choice candidate after the interview process. If an agreement on cost is not reached within ten (10) working days, the next highest ranked candidate will be contacted and negotiations with that candidate will begin. This process will continue until an agreement is reached or it is decided to re-advertise.

B. Selection Process

Proposals will be evaluated based on the criteria established above. Top-rated firms will be invited to interview with an Evaluation Committee may be comprised of County/MGA representatives, other agency staff and the technical consultants. During the interview process, the firms may be asked to:

- Make an oral presentation
- Prepare a detailed scope of work for the purpose of negotiating a contract.
- Provide additional information to assist the County/MGA in determining the best value firm.

All top rated firms will be given equal opportunity to provide the requested information to the County. Any oral presentations and/or demonstrations being conducted in an interview will be scheduled on a mutually agreed upon date and will be at no cost to the County. The Evaluation Committee will use all information collected to rank the semi-finalists in order of their ability to best meet the requirements of the County.

C. <u>Timeline</u>	<u>Date</u>
RFP released	October 23, 2020
Non-Mandatory Pre- Conference Call	November 3, 2020 at 11:00 a.m. (PST)
Last Day for Respondent’s Questions	November 5, 2020
Proposals Due	November 12, 2020 at 4:00 p.m.
Interviews	November 18, 2020
Selection Recommendation	November 20, 2020
Contract to Board of Supervisors	January, 2021

For firms wishing to participate in the non-mandatory pre- conference call, please email sierra.ryan@santacruzcounty.us by noon on November 2, 2020 to request participation. She will provide you with call-in information.

D. Information Disclosure to Third Parties

Proposals are a matter of public record and are open to inspection under the California Public Records Act. If any respondent claims any part of its Proposal is exempt from disclosure and copying, they shall so indicate in the transmittal letter. By responding to this RFP, respondents waive any challenge to the County's decision in this regard.

If any Proposal contains confidential information, the respondent shall clearly label and stamp the specific portions that are to be kept confidential. The respondent is urged to identify the truly confidential portions of the RFP and not simply mark all or substantially all response as confidential. Notwithstanding the foregoing, respondents recognize that the County will not be responsible or liable in any way for losses that the respondents may suffer from the disclosure of information or materials to third parties.

E. County Rights and Options

The County, at its sole discretion, reserves the following rights:

1. To determine which respondents, if any, shall be included on a short list of semi-finalists based on the criteria set forth in the RFP;
2. To reject any, or all Proposals or information received pursuant to this RFP;
3. To supplement, amend, substitute or otherwise modify this RFP at any time by means of written addendum;
4. To cancel this RFP with or without the substitution of another RFP or prequalification process;
5. To request additional information;
6. To verify the Proposals and experience of each respondent;
7. To require one or more respondents to supplement, clarify or provide additional information in order for the County to evaluate Proposals submitted;
8. To hire multiple contractors to perform the necessary duties and range of services if it is determined to be in the best interests of the County;
9. To use any techniques or concepts included in the submitted Proposal regardless of firm's selection; and
10. To waive any minor defect or technicality in any Proposal received.

F. Questions/Clarification Request

The respondent shall, in the Proposal, identify the Project Manager and key staff. The Project Manager shall be the primary contact for the MGA.

For the County, the primary contact is:

Sierra Ryan
sierra.ryan@santacruzcounty.us

Phone: (831) 345-5202

During the RFP process, interested parties shall direct all questions via email to the primary contact listed above.

EXHIBIT A – Work Plan from Grant

Monitoring Wells and Stream Gages

Using the map in Exhibit B, identify specific sites for new monitoring well(s) and stream gages. Obtain site access agreements, if necessary. Prepare the appropriate California Environmental Quality Act (CEQA) documentation. Obtain well permit(s) and other necessary permits. Submit the CEQA document(s) to the Project Manager and obtain CEQA concurrence from the State prior to beginning construction activities. Conduct data collection from the monitoring network on groundwater levels and quality and streamflow to inform the GSP development and implementation.

Prepare steam gage installation details and a monitoring well installation plan. Prepare a monitoring well design that will also adhere to DWR Water Well Standards as outlined in Bulletin 74-81 and its companion Bulletin 74-90, and applicable local agency well permitting requirements.

Prepare monitoring plan in accordance with Grant Agreement Exhibit K.

Deliverables

- CEQA documentation
- Access agreements, if necessary
- Well permit and other permits (as necessary)
- Steam gage installation details
- Monitoring well installation plan
- Monitoring Plan

Construction of Monitoring Wells and Stream Gages

Install new monitoring wells and stream gages at Representative Monitoring Points (RMPs) identified in the GSP to address data gaps in the monitoring network. Install a minimum of one (1) surface water-groundwater monitoring system to provide data to characterize the relationship between streamflow and groundwater. Install a minimum of five (5) groundwater wells and a minimum of three (3) stream gages at RMPs identified in the GSP. Finalize site specific locations for gage deployment based on specific stream conditions. Purchase and install instrumentation to monitor parameters of interest (e.g., water depth, pressure, temperature, and specific conductance). Install telemetry capability at selected gage(s) where site conditions (e.g., cell signal capabilities) to enable near real-time data transmission that is accessible online.

Prepare specifications and bidding package for the drilling of boreholes and construction the monitoring well(s). Drill boreholes and collect lithologic samples for analysis. Evaluate the subsurface geology at each borehole based on drill cuttings and lithologic samples. Develop and survey monitoring well(s).

Prepare monitoring well installation report(s) under the supervision of, and stamped by, a California Professional Geologist/Registered Civil Engineer. Include photo documentation, as-built/record drawings, and geodetic survey information within the well completion report(s).

Develop a rating curve to establish a stream stage-discharge relationship for each stream gage monitoring location. Focus on baseflow conditions to develop the rating curves on medium to low flows. Conduct site surveys and field data collection of stream channels and floodplains at stream gage monitoring locations. Correlate stream water levels and streamflow. Conduct repeated site visits and

observations of stage and discharge to measure stage, flow, specific conductance, and other observations for 1-year following installation.

Deliverables

- Stream gage site plans and specifications
- Summary of data outputs from stream gages
- Site visit logs
- Rating curves
- Bid package
- Monitoring Well Installation Report(s)

Exhibit B – Map of Approximate Monitoring Location Sites

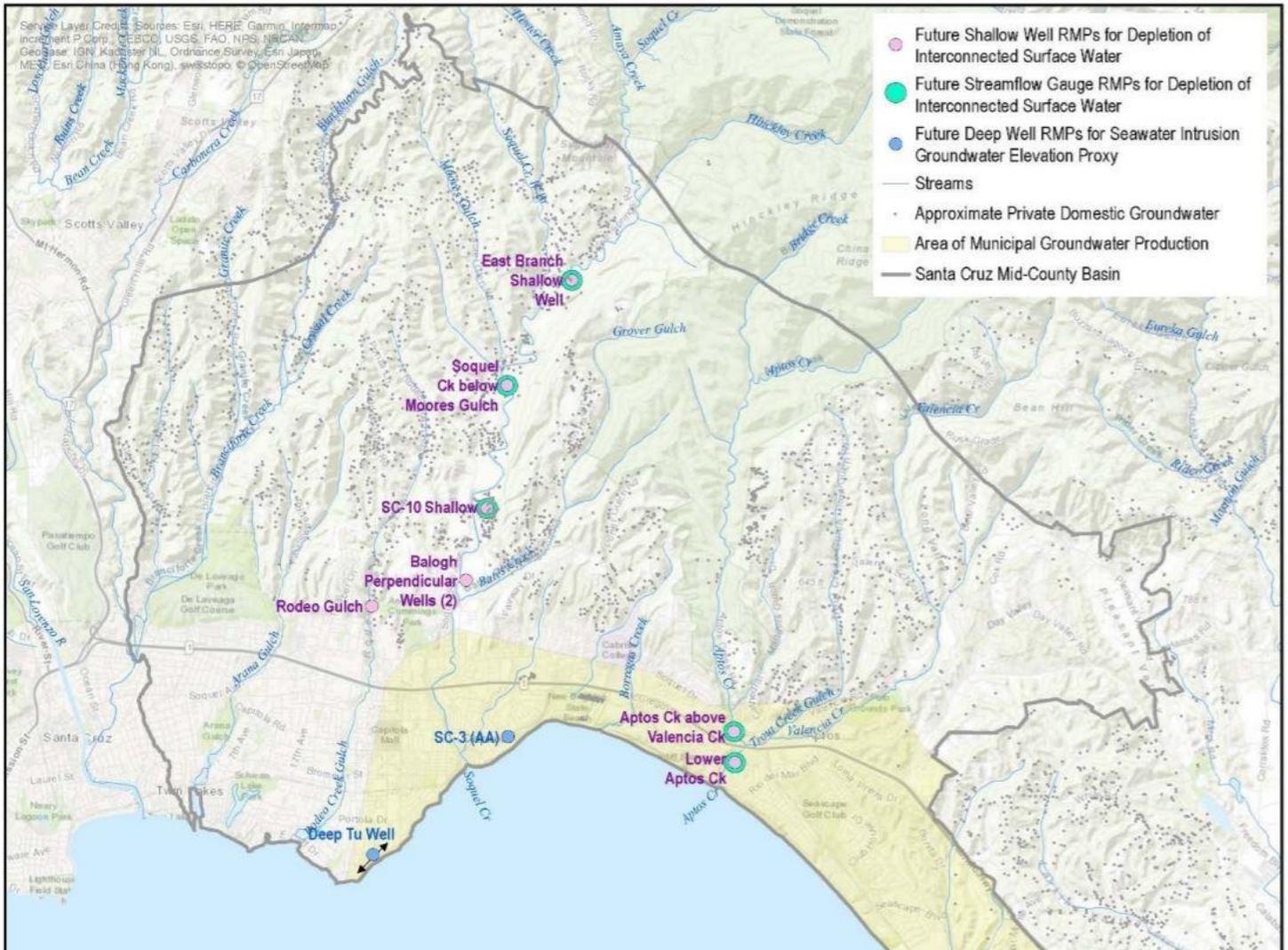


EXHIBIT C – STANDARD COUNTY / AGENCY PROVISIONS

1. **EARLY TERMINATION.** Either party hereto may terminate this Contract at any time by giving thirty (30) days' written notice to the other party.

2. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 2 and 3 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.

 - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

3. **INSURANCE.** Unless waived in Exhibit X, Paragraph 1 of this Contract, or modified in Exhibit X, Paragraph 2 of this Contract, CONTRACTOR, at its sole cost and expense, and for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurance carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance

coverage for each subcontractor equivalent to that required of CONTRACTOR in this Contract.

A. TYPES OF INSURANCE AND MINIMUM LIMITS

1. Workers' Compensation Insurance in the minimum statutory required coverage amounts.
2. Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.
3. Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
4. Professional Liability Insurance in the minimum amount of \$1,000,000.

B. OTHER INSURANCE PROVISIONS

1. If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the first effective date of Contract as written on the signature page of the Contract, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed reasonable.
2. All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

3. All required policies shall be endorsed to contain the following clause: *“This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to:*

County of Santa Cruz
Environmental Health
Attn: Sierra Ryan
Sierra.Ryan@santacruzcounty.us

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

4. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

Sierra Ryan
Sierra.ryan@santacruzcounty.us

5. CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

4. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

- B.** If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
1. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services, Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.
 2. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.
 3. The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 4B to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 5. INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.
- PRINCIPAL TEST:** The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.
- SECONDARY FACTORS:** (a) The extent of control which, by Contract, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without

supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors, which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

6. **NONASSIGNMENT.** CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.
7. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.
8. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Contract for a period of not less than ten (10) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either for a period of ten (10) years after final payment under this Contract.
9. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
10. **LIVING WAGE.** if initialed by COUNTY in Exhibit X, Paragraph 3, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees (per County Code Chapter 2.122.050, non-profit contractors are exempt from the living wage rate requirement of this chapter, but are not exempt from, and must adhere to, the “non-wage” related requirements of County Code Chapter 2.122.100, 2.122.130, and 2.122.140, as well as all other applicable portions of County Code Chapter 2.122). Non-compliance with these Living Wage provisions during the term of the Contract will be considered a

material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

11. **NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in this Contract is greater than \$15,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.
12. **MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral contracts between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.
13. **FINANCIAL REPORTING FOR 501(c)(3) NONPROFIT AGENCIES.**
CONTRACTOR shall:
 - A. Within 180 days of the end of each of the CONTRACTOR'S fiscal years occurring during the term of this Contract, the CONTRACTOR shall provide the Contract Administrator with two copies of Financial Statements relating to the entirety of the CONTRACTOR'S operations. Financial Statements normally include: (1) a Statement of Financial Position or Balance Sheet; (2) a Statement of Activities or Statement of Revenues and Expenses; (3) a Cash Flow Statement; and (4) a Statement of Functional Expenses. The Contract Administrator will forward one copy of the financial statements to the County Auditor-Controller-Treasurer-Tax Collector.
 1. For the purposes of this paragraph, "CONTRACTOR'S fiscal year" shall be that period the CONTRACTOR utilizes for its annual budget cycle.
 2. The Contract Administrator with concurrence of the County Auditor-Controller-Treasurer-Tax Collector may agree to extend the deadline for the Financial Statements required by this paragraph.
 3. In the sole discretion of the COUNTY, the requirements of this paragraph may be exempted where the Contract Administrator and the County Auditor-Controller-Treasurer-Tax Collector ascertain that such reporting is not essential, and does certify to its inapplicability by initialing in Exhibit X, Paragraph 4.

- B.** The CONTRACTOR shall make a good faith effort to provide the Contract Administrator with timely notice of any event or circumstance that materially impairs the CONTRACTOR'S financial position or substantially interferes with the CONTRACTOR'S ability to offer the services it has agreed to provide as set forth in this Contract. The Contract Administrator shall notify the Auditor-Controller-Treasurer-Tax Collector of any impairment upon being notified by CONTRACTOR.
- C.** For audit authority of the Auditor-Controller-Treasurer-Tax Collector refer to the paragraph on "Retention and Audit of Records."
- 14. DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS.** CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Contract. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY'S sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Contract. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exceptions by the COUNTY, State or Federal audit agency.
- 15. POLITICAL ACTIVITIES PROHIBITED.** Contractor agrees to comply with all provisions of the Hatch Act (Title 5 USC, Sections 1501-1508). This includes but is not limited to the provision that none of the funds, provided directly or indirectly, under this Contract shall be used for any political activities or to further the election or defeat of any candidate for public office or measure before the electorate.
- 16. LOBBYING.** None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 C.F.R. Section 501(c)(3)-(ib)(3).
- 17. CONFORMANCE TO REGULATIONS.** CONTRACTOR shall perform duties under this Contract in conformance with applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws. CONTRACTOR shall conform to all provisions of the False Claims Acts, including but not limited to 31 USC, Chapter 37, §3729-3733 of the Federal False Claims Act, and Government Code §12650-12656 of the State False Claims Act.
- 18. CONFORMANCE TO LAW.** CONTRACTOR shall comply with all federal, state and local prevailing laws, rules and regulations pertaining to the implementation, performance, and completion of this Contract. This shall include, but is not limited to, obtaining the necessary licenses, permits, and any other required authorization to perform the work necessary to

complete the terms of the Contract. CONTRACTOR bears sole responsibility for any violation of such laws and regulations by itself and agrees that it will indemnify, defend and hold COUNTY harmless for the consequences of any such violation, as referenced in Section Two (2.) of this Exhibit.

19. RESPONSIBILITY FOR INVENTORY ITEMS.

- A. Equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Contract having a useful life of three years or greater and a value in excess of three hundred dollars is defined as an inventory item. All such items not fully consumed in the work described herein shall be the property of COUNTY at the termination of this Contract unless COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Contract, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY'S Administrator within ten (10) days of the termination of this Contract. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.
- B. Inventory items in CONTRACTOR'S possession shall only be used in connection with the program funded under this Contract, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.

20. NONDISCRIMINATION IN SERVICES.

- A. By signing this Contract, CONTRACTOR certifies under the laws of the State of California that CONTRACTOR and its subcontractors shall not unlawfully discriminate in the provision of services because of race, color, creed, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor as provided by state and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12101); Title 45, CFR, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135; and Chapter 6 of Division 4 of Title 9 of the CCR, commencing with Section 10800.
- B. For the purpose of this Contract, discrimination on the basis of race, color, creed, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual

orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor includes, but is not limited to, the following: denying an otherwise eligible individual any service or providing a benefit which is different, or is provided in a different manner or at a different time, from that provided to others under this Contract; subjecting any otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any service; restricting an otherwise eligible individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating any individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit.

- C. CONTRACTOR shall, on a cycle of at least every three years, assess, monitor, and document each subcontractor's compliance with the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 to ensure that recipients/beneficiaries and intended recipients/beneficiaries of services are provided services without regard to physical or mental disability. CONTRACTOR shall also monitor to ensure that beneficiaries and intended beneficiaries of service are provided services without regard to race, color, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor.

CONTRACTOR shall include nondiscrimination and compliance provisions in all subcontracts. CONTRACTOR shall establish written procedures under which service participants are informed of their rights including their right to file a complaint alleging discrimination or a violation of their civil rights. Participants in programs funded hereunder shall be provided a copy of their rights that shall include the right of appeal and the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.

- D. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

21. **CONFIDENTIALITY OF RECORDS.** CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY in the program shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to the COUNTY Administrator or his/her designated representatives, including the Auditor-Controller-Treasurer-Tax Collector of the COUNTY, the contents of records pertaining to COUNTY which are maintained in connection with the performance of CONTRACTOR'S duties and responsibilities under this Contract, subject to the provisions of the heretofore mentioned Federal and State statutes and regulations. COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.

22. **MONITORING.** CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Contract. Monitoring shall be conducted according to standards and guidelines as set forth by Federal, State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY'S Administrator, or his/her designee, with access to all applicable files and records as may be necessary to monitor the services according to the standards or guidelines described above.
23. **REPORTS.** CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY'S Administrator.
24. **OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Contract shall be the property of COUNTY. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of COUNTY. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Contract.
25. **EVALUATION/RESEARCH.** Evaluation or research involving contact with past or present recipients of services provided under this Contract shall be permitted with the informed consent of the recipient and only after CONTRACTOR has determined that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services. COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Contract.
26. **TRAVELING EXPENSES, FOOD AND LODGING.** CONTRACTOR'S claim for travel expense for food and lodging must be directly related to this program and shall be at rates not to exceed federal issued per diem rates. No travel outside of the State of California shall be payable unless prior written authorization is obtained from COUNTY'S Administrator.
27. **CONTRACTOR PERSONNEL STANDARDS.** CONTRACTOR shall determine that all staff providing services under this Contract shall be qualified to perform the job requirements under this Contract.

28. **AMENDMENTS.** No alteration, amendment, or modification of the terms of this Contract shall be valid unless executed by written amendment hereto and approved by COUNTY.
29. **NOTICE OF POSSIBLE TERMINATION FOR CAUSE.**
- A. In the event that CONTRACTOR fails to perform any of the provisions of this Contract or fails to make progress so as to endanger performance of this Contract in accordance with its terms, and in either of these circumstances does not cure such failure within a period of fourteen (14) days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Contract.
- B. In the event of a termination pursuant to Paragraph 29A, all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Contract shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim cost reports for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under Paragraph 29A reduced by the amount of damages sustained by COUNTY by reason of such breach.
30. **TERMINATION DUE TO CESSATION OF FUNDING.** COUNTY shall have the right to terminate this Contract without prior notice to CONTRACTOR in the event that State or Federal funding for this Contract ceases prior to the ordinary term of the Contract.
31. **WITHHOLDING OF PAYMENT.** COUNTY may withhold final payment until year-end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Contract, including non-compliance with Contracts from prior years.
32. **OVERPAYMENTS.** Overpayments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination.
33. **SAFETY AND INFECTION CONTROL.** CONTRACTOR asserts that it is in compliance with applicable Cal/OSHA guidelines for safety and infection control, including blood-borne pathogens, and that there are no enforcement actions, litigation, or other legal or regulatory proceedings in progress or being brought against CONTRACTOR as a result of non-compliance with such guidelines. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.
34. **CULTURAL COMPETENCY.** In order to ensure access to services, CONTRACTOR shall provide services in a culturally competent manner. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes and policies that enable staff to work effectively in cross-cultural situations.

35. **VENUE.** Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz.
36. **CONSTRUED PURSUANT TO CALIFORNIA LAW.** The parties hereto agree that the provisions of this Contract shall be governed by, and interpreted in accordance with, California Law.

(Revised 5/13/20)

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EXHIBIT D – Grant Provisions

This project will be funded in part by a grant award from the Department of Water Resources' Sustainable Groundwater Management (SGM) Grant Program. The following is to comply with the Propositions 1 and 68 Sustainable Groundwater Planning Grant Agreements between the State of California (DWR) and the Santa Cruz Mid-County Groundwater Agency and the Santa Margarita Groundwater Agency.

The Contractor agrees to be bound by all applicable 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. If applicable, Contractor certifies that it has a Labor Compliance Program (LCP) in place or has contracted with a third party that has been approved by the Director of the Department of Industrial Relations (DIR) to operate an LCP. Current 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 Contractor 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 Contractor 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.

The Contractor shall maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices.

Pursuant to Government Code §8546.7, the Contractor shall be subject to the examination and audit by the State for a period of three years after final payment under the Grant Agreement with respect to all matters connected with the Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Contractor shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.

The Contractor is 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 contract 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, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements.

The Contractor, 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 (Government Code §8350 et seq.) and have or will provide a drug-free workplace.

The Contractor affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and the Contractor affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

The Contractor agrees to expeditiously provide throughout the term of the Grant Agreement, such reports, data, information, and certifications relating to the Contractor's scope of work as may be reasonably required by State.

The Contractor shall name the State, its officers, agents and employees as additional insureds by separate endorsement on their liability insurance for activities undertaken pursuant to this Agreement.

Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

EXHIBIT K – Monitoring Plan

- Introduction Goals and objectives of project
- Location and type of each site on a map
- Improvements implemented

Monitoring Plan

- Description of monitoring network improvements including explanation of how the network will be developed and implemented to monitor:
 - Groundwater and related surface conditions
 - Interconnection of surface water and groundwater
- Monitoring Protocols for Data Collection and Monitoring
 - Description of technical standards, data collection methods, Quality Assurance/Quality Control plan and other procedures or protocols to ensure comparable data and methodologies.
- Special Environmental Considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures), if applicable
- Method of Reporting (e.g., paper reports, online databases, public meetings)
- Frequency of Duration Monitoring and Reporting (daily, weekly, monthly, yearly)
- Frequency and Duration of Maintenance Activities
- Responsible Party (i.e., who is who is responsible for monitoring and maintenance)
- Implementing responsibility (i.e., conducting monitoring and/or maintenance)
- Adaptive Management Strategies (i.e., what happens when routine monitoring or maintenance encounters a problem)

Independent Contractor Agreement

Contract No.

PARTIES	This Contract is entered into between the following Parties: The COUNTY OF SANTA CRUZ through the HEALTH SERVICES AGENCY- Environmental Health P.O. Box 962, Santa Cruz, CA 95061-0962 Hereinafter called COUNTY.			Name: KISTERS North America Address: 1520 Eureka Road – Suite 102 Roseville, CA 95661 Hereinafter called CONTRACTOR.		
SUBJ.	Subject of Contract: Development of a Regional Data Management System for water-related data in compliance with the Sustainable Groundwater Management Act.					
RECITALS	WHEREAS CONTRACTOR possesses certain skills, experience, education and competency to perform the special services required by this Contract and COUNTY desires to engage CONTRACTOR for such special services upon the terms provided; and WHEREAS pursuant to the provisions of California Government Code, Section 31000, the BOARD OF SUPERVISORS of COUNTY is authorized to enter into an agreement for such services. NOW, THEREFORE, the parties hereto do mutually agree to the terms as set forth in the following Exhibits. Should a conflict arise between the language in any of the Exhibits, the order of precedence is as follows: Exhibit X, C, D, H, B, A, F.					
EXHIBITS	<u>CHECK BOX IF ATTACHED</u>	<u>EXHIBIT</u>	<u>TITLE</u>			
	<input checked="" type="checkbox"/>	A	Scope of Services			
	<input checked="" type="checkbox"/>	B	Budget, Fiscal and Payment Provisions			
	<input checked="" type="checkbox"/>	C	Standard County / Agency Provisions			
	<input checked="" type="checkbox"/>	D	Standard (Division) Provisions			
	<input type="checkbox"/>	F	Medi-Cal Administrative Activities			
	<input type="checkbox"/>	H	HIPAA/Business Services			
	<input type="checkbox"/>	X	Revisions			
TERM	The term of this Contract is from <u>December 9, 2020</u> through <u>September 1, 2021</u>					
SIGNATURES	CONTRACTOR _____ KISTERS North America		COUNTY _____ HEALTH SERVICES AGENCY			
	Date		Date			
APPROVALS	Approved as to Form: _____ Office of the County Counsel Date Approved as to Insurances: _____ Risk Management Date		Suffix: 01 GL Key: 135461 GL Object: 62381 JL Key: Amount: Total Contract Amount: \$149,500			
DIST.	Clerk of the Board Contractor		Auditor-Controller-Treasurer-Tax Collector Health Services Agency			

Contractor:

COUNTY OF SANTA CRUZ

EXHIBIT A – Scope of Services

Scope of Services

CONTRACTOR agrees to exercise special skill to accomplish the following results:

The CONTRACTOR, KISTERS North America, will perform the following tasks as further described in the Project Statement of Work dated November 3, 2020 from KISTERS to Sierra Ryan. The work comprises collecting data from each of the named partner agencies, configuring the database according to the data types, uploading the data, generating an online portal, and creating an automatic report generator.



KISTERS North America
1520 Eureka Road – Suite 102
Roseville, CA 95661
Phone: 916-723-1441
Fax: 916-723-1626
Website: www.kisters.net

Services Performed By:
KISTERS North America
1520 Eureka Road – Suite 102
Roseville, CA 95661

Project Statement of Work

Date:
November 03, 2020

Services Performed For:
Santa Cruz Countywide Water-related
Data Management System

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1. Document Change Management

Person	Date	Version	Change Note
Matt Ables	Nov 2, 2020	V 1.0	Initial draft
Sierra Ryan	Nov 3, 2020	V 2.0	Final
Matt Ables	Nov 3, 2020	V 3.0	KISTERS Accepts track changes and stops tracking

2. Introduction

The purpose of this Statement of Work is to outline the planned implementation and configuration of a hosted WISKI software solution for the members of the Santa Cruz Countywide Water-related Data Management System. KISTERS will provide and configure a single centralized hub which includes WISKI software, data import processes, a public web portal and generation of reports for each of the partner agencies. The Partner Agencies include: County of Santa Cruz, Santa Cruz Mid-County Groundwater Agency, Santa Margarita Groundwater Agency, Central Water District, City of Santa Cruz Water Department, San Lorenzo Valley Water District, Scotts Valley Water District, and Soquel Creek Water District.

3. Scope of Work

KISTERS will conduct remote workshops with key members of each partner agency to gather specific requirements on all sources of data, formats, and workflows needed for import into the central WISKI system. All Sites, Stations, Parameters, and Metadata will be collected and documented in standard Census Documents that will receive approval and sign-off by the responsible agency before construction in the central WISKI system. A second set of workshops with key members of each partner agency will be conducted to build time series templates for each parameter within their Census Documents. KISTERS will help guide the group in the standardization of parameter and time series names across the entire system. The KISTERS team will work with the Partner Agencies to perform historical migrations of data into the system. KISTERS will construct a single web portal, which will display select data from each of the agencies in a map-based view. Additional reports and other export requirements will be constructed based on individual specifications as needed.

a. Assumptions and Constraints

Below are a list of general assumptions and constraints for the project.

- Partner Agency staff will be available when and as they are needed.

- Partner agencies will provide standardized import file formats for both current data and historical migration data.
- Scope modifications could negatively affect the scheduled delivery date.
- Partner agencies will provide standardized parameter types and names.
- Station Attribute and time series template design already implemented by existing Partner Agency WISKI users will be utilized where appropriate to help lower the costs and time needed for implementation.

b. Risks

- The primary risk in this project is related to the standardization of parameter types and data formats across the partner agencies. In order to prevent ‘scope creep’ a detailed Census Document which lists the expected Sites, Stations, Parameters, and data import types / formats will be agreed upon and receive sign-off by both KISTERS and Partner Agencies before any development work will begin.

c. Project Deliverables

KISTERS will provide a fully functional hosted WISKI system with a public web portal that includes:

1. Census Documents
2. Workshops
3. File Importer configuration
4. WISKI system configuration (Sites / Stations / Parameters and additional attributes)
5. Time series template Workshops
6. Time series template roll-out
7. Historical migration
8. Portal configuration
9. Report configuration
10. Training
11. UAT and sign-off
12. Project management

d. Tasks

#	Task	KISTERS Effort (days)	Notes	Agencies to provide
1	Census Documents	3		
2	Workshops	3		
3	File Importer configuration	3		
4	WISKI system configuration	3		
5	Time series template workshops	3		
6	Time series template roll-out	3		
7	Historical migration	5		
8	Portal configuration	3		
9	Report configuration	3		
10	Training	1		
11	UAT and sign-off	0		
12	Project management	5		
	TOTAL	35		

e. Task Descriptions:

a. Census Documents:

Census Documents will define and list each data format necessary for import into the WISKI system. The Documents also define the Sites, Stations, Parameters, and additional station attributes that need to be created for each of the Partner Agencies. The Census Documents are used to create all objects in the WISKI system and must receive sign-off before construction of the system is started.

b. Workshops:

KISTERS staff will lead workshops with key Partner Agency staff to identify and standardize information contained in the Census Documents. The goal of these workshops is to educate Partner Agency staff in WISKI terminology, hierarchies, and workflow. At the end of the workshops, Census Documents should be mostly complete.

c. File Importer Configuration:

Based on all formats defined and agreed upon in the Census Documents, KISTERS staff will use sample files to construct importers and processes for each Partner Agency.

- d. WISKI System Configuration:
KISTERS staff will configure and provide access to the KISTERS hosted environment in Roseville, CA. This includes domain names, certificates, and CALs. Key Partner Agency users will be configured for initial access to the system during the project. The KISTERS staff will use data collected in the Census Documents to construct all Sites, Stations, Parameters, and additional attributes.
- e. Time Series Template Workshops:
These workshops will be conducted with key Partner Agency staff to design the time series data flow templates within WISKI. KISTERS will work with each agency to establish a standardized workflow where possible. Time series names and types will also be standard across all Partner Agencies.
- f. Time Series Template Roll-Out:
Based on the results of the Time Series Template Workshops, KISTERS staff will roll-out the designed templates to all Sites, Stations, and Parameters defined in the Census Documents.
- g. Historical Migration:
After the time series template roll-out, the system is ready to receive historical data. The historical data migration will be based on all historical sources defined in the Census Documents. KISTERS is not responsible for cleaning up or the QA/QC of historical data formats and files. Partner agencies will provide all data in standardized formats identified in the Census Documents.
- h. Portal Configuration:
With all Sites, Stations, Parameters, and Time Series defined in the WISKI system, the Public Web Portal can be configured to show the specific data products needed by the Partner Agencies. There will be a single Web Portal for all agencies and a key group of Agency staff will be responsible for decisions needed to configure the portal.
- i. Report Configuration:
With historical data and all objects defined in the WISKI system, reports will be configured based on specifications defined as needed for each agency. It is unknown at this point how many reports need to be constructed. Reports will be defined and prioritized based on an analysis of remaining budget at this point in the project.
- j. Training:
KISTERS will provide basic training on how to use and operate the system for the expanded Agency user base. It is assumed that key Partner Agency staff will receive enough training through workshops and the course of the project to be

comfortable operating the system. Additional training can be provided upon request.

- k. **User Acceptance Testing and Sign-off:**
Partner Agency staff will perform UAT on the hosted WISKI system to verify all data migrated successfully and the system runs as expected.

- l. **Project management:**
There are a number of tasks in centralized data projects and project management is key to organizing and keeping track of requirements, updates and progress as well as future planning for the project.

f. Project time line estimate

#	Task	Start Date
1	Census Documents	Dec. 2020
2	Workshops	Jan 2021
3	File Importer configuration	Feb 2021
4	WISKI system configuration	Feb 2021
5	Time series template workshops	Mar 2021
6	Time series template roll-out	Mar 2021
7	Historical migration	Apr 2021
8	Portal configuration	Apr 2021
9	Report configuration	May 2021
10	Training	June 2021
11	UAT and sign-off	July 2021
12	Project management	Dec 2020 – Jul 2021

g. Financials (Not to exceed labor costs)

#	Task	Work (days)	Unit Cost	Total
1	Census Documents	3	\$1,500	\$4,500
2	Workshops	3	\$1,500	\$4,500
3	File Importer configuration	3	\$1,500	\$4,500
4	WISKI system configuration	3	\$1,500	\$4,500
5	Time series template workshops	3	\$1,500	\$4,500
6	Time series template roll-out	3	\$1,500	\$4,500
7	Historical migration	5	\$1,500	\$7,500
8	Portal configuration	3	\$1,500	\$4,500
9	Report configuration	3	\$1,500	\$4,500
10	Training	1	\$1,500	\$1,500
11	UAT and sign-off	0	\$1,500	0
12	Project management	5	\$1,500	\$7,500
	TOTAL	35		\$52,500

h. Financials (Software Costs)

Item / Task	Units	Unit Cost	Total
SOFTWARE			
WISKI User License	5 units	\$10,000	\$50,000
Web Portal	1 unit	\$35,000	\$35,000
		SOFTWARE TOTAL	\$85,000

i. Financials (Hosting Costs)

KISTERS Hosting	1	\$1,000/month	\$12,000/year
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Total for contract: \$149,500

j. Financials (Support Costs)

ANNUAL SUPPORT & MAINTENANCE *Begins after project acceptance.*

Software Annual Support & Maintenance Fee	20% of total software costs	total software cost \$85,000 from above	\$17,000 / year[†]
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[†]The annual support & maintenance fee increases with the Consumer Price Index (CPI).

Principal Contacts

KISTERS Primary Contact
Name: Matt Ables
Phone: 916-723-1441
E-Mail: matt.ables@kisters.net

Contractor:

COUNTY OF SANTA CRUZ

EXHIBIT B – Budget, Fiscal and Payment Provisions

Compensation

In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR KISTERS North America. This compensation includes any and all reimbursements due to the CONTRACTOR for duties performed pursuant to this Agreement as requested by the COUNTY, including reimbursement for materials needed to perform these services. The total contract compensation is not to exceed \$149,500 as delineated in Section 3.g-j of the Project Statement of Work dated November 3, 2020 from KISTERS to Sierra Ryan.

Payment Terms

CONTRACTOR will bill in the format and in the manner required by COUNTY. County will pay CONTRACTOR within 30 days of receipt of an acceptable invoice.

COUNTY OF SANTA CRUZ

EXHIBIT C – STANDARD COUNTY / AGENCY PROVISIONS

1. **EARLY TERMINATION.** Either party hereto may terminate this Contract at any time by giving thirty (30) days' written notice to the other party.

2. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 2 and 3 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.

 - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

3. **INSURANCE.** Unless waived in Exhibit X, Paragraph 1 of this Contract, or modified in Exhibit X, Paragraph 2 of this Contract, CONTRACTOR, at its sole cost and expense, and for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurance carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective

Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Contract.

A. TYPES OF INSURANCE AND MINIMUM LIMITS

1. Workers' Compensation Insurance in the minimum statutory required coverage amounts.
2. Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.
3. Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
4. Professional Liability Insurance in the minimum amount of \$1,000,000.

B. OTHER INSURANCE PROVISIONS

1. If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the first effective date of Contract as written on the signature page of the Contract, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed reasonable.
2. All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01

and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

3. All required policies shall be endorsed to contain the following clause: *“This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to:*

**County of Santa Cruz
Health Services Agency
Attn: HSA Fiscal - Claims
1080 Emeline Avenue
Santa Cruz, CA 95060**

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

4. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

**County of Santa Cruz
Health Services Agency
Attn: HSA Fiscal - Claims
1080 Emeline Avenue
Santa Cruz, CA 95060**

5. CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

4. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer–

related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

1. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services, Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.
2. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.
3. The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 4B to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

5. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of

COUNTY. CONTRACTOR is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by Contract, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors, which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

6. **NONASSIGNMENT.** CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.
7. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.
8. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Contract for a period of not less than ten (10) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax

Collector, the Auditor General of the State of California, or the designee of either for a period of ten (10) years after final payment under this Contract.

9. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
10. **LIVING WAGE.** if initialed by COUNTY in Exhibit X, Paragraph 3, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees (per County Code Chapter 2.122.050, non-profit contractors are exempt from the living wage rate requirement of this chapter, but are not exempt from, and must adhere to, the “non-wage” related requirements of County Code Chapter 2.122.100, 2.122.130, and 2.122.140, as well as all other applicable portions of County Code Chapter 2.122). Non-compliance with these Living Wage provisions during the term of the Contract will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

11. **NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in this Contract is greater than \$15,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.
12. **MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral contracts between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.
13. **FINANCIAL REPORTING FOR 501(c)(3) NONPROFIT AGENCIES.**
CONTRACTOR shall:
 - A. Within 180 days of the end of each of the CONTRACTOR'S fiscal years occurring during the term of this Contract, the CONTRACTOR shall provide the Contract Administrator with two copies of Financial Statements relating to the entirety of the CONTRACTOR'S operations. Financial Statements normally

include: (1) a Statement of Financial Position or Balance Sheet; (2) a Statement of Activities or Statement of Revenues and Expenses; (3) a Cash Flow Statement; and (4) a Statement of Functional Expenses. The Contract Administrator will forward one copy of the financial statements to the County Auditor-Controller-Treasurer-Tax Collector.

1. For the purposes of this paragraph, "CONTRACTOR'S fiscal year" shall be that period the CONTRACTOR utilizes for its annual budget cycle.
2. The Contract Administrator with concurrence of the County Auditor-Controller-Treasurer-Tax Collector may agree to extend the deadline for the Financial Statements required by this paragraph.
3. In the sole discretion of the COUNTY, the requirements of this paragraph may be exempted where the Contract Administrator and the County Auditor-Controller-Treasurer-Tax Collector ascertain that such reporting is not essential, and does certify to its inapplicability by initialing in Exhibit X, Paragraph 4.

B. The CONTRACTOR shall make a good faith effort to provide the Contract Administrator with timely notice of any event or circumstance that materially impairs the CONTRACTOR'S financial position or substantially interferes with the CONTRACTOR'S ability to offer the services it has agreed to provide as set forth in this Contract. The Contract Administrator shall notify the Auditor-Controller-Treasurer-Tax Collector of any impairment upon being notified by CONTRACTOR.

C. For audit authority of the Auditor-Controller-Treasurer-Tax Collector refer to the paragraph on "Retention and Audit of Records."

14. DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS.

CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Contract. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY'S sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Contract. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exceptions by the COUNTY, State or Federal audit agency.

15. POLITICAL ACTIVITIES PROHIBITED. Contractor agrees to comply with all provisions of the Hatch Act (Title 5 USC, Sections 1501-1508). This includes but is not limited to the provision that none of the funds, provided directly or indirectly, under this Contract shall be used for any political activities or to further the election or defeat of any candidate for public office or measure before the electorate.

16. **LOBBYING.** None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 C.F.R. Section 501(c)(3)-(ib)(3).
17. **CONFORMANCE TO REGULATIONS.** CONTRACTOR shall perform duties under this Contract in conformance with applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws. CONTRACTOR shall conform to all provisions of the False Claims Acts, including but not limited to 31 USC, Chapter 37, §3729-3733 of the Federal False Claims Act, and Government Code §12650-12656 of the State False Claims Act.
18. **CONFORMANCE TO LAW.** CONTRACTOR shall comply with all federal, state and local prevailing laws, rules and regulations pertaining to the implementation, performance, and completion of this Contract. This shall include, but is not limited to, obtaining the necessary licenses, permits, and any other required authorization to perform the work necessary to complete the terms of the Contract. CONTRACTOR bears sole responsibility for any violation of such laws and regulations by itself and agrees that it will indemnify, defend and hold COUNTY harmless for the consequences of any such violation, as referenced in Section Two (2.) of this Exhibit.
19. **RESPONSIBILITY FOR INVENTORY ITEMS.**
 - A. Equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Contract having a useful life of three years or greater and a value in excess of three hundred dollars is defined as an inventory item. All such items not fully consumed in the work described herein shall be the property of COUNTY at the termination of this Contract unless COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Contract, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY'S Administrator within ten (10) days of the termination of this Contract. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.
 - B. Inventory items in CONTRACTOR'S possession shall only be used in connection with the program funded under this Contract, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in

the same condition that it received them except for damage due to normal wear and tear.

20. NONDISCRIMINATION IN SERVICES.

- A.** By signing this Contract, CONTRACTOR certifies under the laws of the State of California that CONTRACTOR and its subcontractors shall not unlawfully discriminate in the provision of services because of race, color, creed, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer–related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor as provided by state and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12101); Title 45, CFR, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135; and Chapter 6 of Division 4 of Title 9 of the CCR, commencing with Section 10800.
- B.** For the purpose of this Contract, discrimination on the basis of race, color, creed, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer–related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor includes, but is not limited to, the following: denying an otherwise eligible individual any service or providing a benefit which is different, or is provided in a different manner or at a different time, from that provided to others under this Contract; subjecting any otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any service; restricting an otherwise eligible individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating any individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit.
- C.** CONTRACTOR shall, on a cycle of at least every three years, assess, monitor, and document each subcontractor's compliance with the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 to ensure that recipients/beneficiaries and intended recipients/beneficiaries of services are provided services without regard to physical or mental disability. CONTRACTOR shall also monitor to ensure that beneficiaries and intended beneficiaries of service are provided services without regard to race, color, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer–related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor.

CONTRACTOR shall include nondiscrimination and compliance provisions in all subcontracts. CONTRACTOR shall establish written procedures under which service participants are informed of their rights including their right to file a complaint alleging discrimination or a violation of their civil rights. Participants in programs funded hereunder shall be provided a copy of their rights that shall include the right of appeal and the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.

D. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

21. **CONFIDENTIALITY OF RECORDS.** CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY in the program shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to the COUNTY Administrator or his/her designated representatives, including the Auditor-Controller-Treasurer-Tax Collector of the COUNTY, the contents of records pertaining to COUNTY which are maintained in connection with the performance of CONTRACTOR'S duties and responsibilities under this Contract, subject to the provisions of the heretofore mentioned Federal and State statutes and regulations. COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
22. **MONITORING.** CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Contract. Monitoring shall be conducted according to standards and guidelines as set forth by Federal, State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY'S Administrator, or his/her designee, with access to all applicable files and records as may be necessary to monitor the services according to the standards or guidelines described above.
23. **REPORTS.** CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY'S Administrator.
24. **OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Contract shall be the property of COUNTY. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of COUNTY. COUNTY shall have unrestricted authority

to publish, disclose, distribute and otherwise use copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Contract.

25. **EVALUATION/RESEARCH.** Evaluation or research involving contact with past or present recipients of services provided under this Contract shall be permitted with the informed consent of the recipient and only after CONTRACTOR has determined that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services. COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Contract.
26. **TRAVELING EXPENSES, FOOD AND LODGING.** CONTRACTOR'S claim for travel expense for food and lodging must be directly related to this program and shall be at rates not to exceed federal issued per diem rates. No travel outside of the State of California shall be payable unless prior written authorization is obtained from COUNTY'S Administrator.
27. **CONTRACTOR PERSONNEL STANDARDS.** CONTRACTOR shall determine that all staff providing services under this Contract shall be qualified to perform the job requirements under this Contract.
28. **AMENDMENTS.** No alteration, amendment, or modification of the terms of this Contract shall be valid unless executed by written amendment hereto and approved by COUNTY.
29. **NOTICE OF POSSIBLE TERMINATION FOR CAUSE.**
 - A. In the event that CONTRACTOR fails to perform any of the provisions of this Contract or fails to make progress so as to endanger performance of this Contract in accordance with its terms, and in either of these circumstances does not cure such failure within a period of fourteen (14) days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Contract.
 - B. In the event of a termination pursuant to Paragraph 29A, all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Contract shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim cost reports for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under Paragraph 29A reduced by the amount of damages sustained by COUNTY by reason of such breach.

30. **TERMINATION DUE TO CESSATION OF FUNDING.** COUNTY shall have the right to terminate this Contract without prior notice to CONTRACTOR in the event that State or Federal funding for this Contract ceases prior to the ordinary term of the Contract.
31. **WITHHOLDING OF PAYMENT.** COUNTY may withhold final payment until year-end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Contract, including non-compliance with Contracts from prior years.
32. **OVERPAYMENTS.** Overpayments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination.
33. **SAFETY AND INFECTION CONTROL.** CONTRACTOR asserts that it is in compliance with applicable Cal/OSHA guidelines for safety and infection control, including blood-borne pathogens, and that there are no enforcement actions, litigation, or other legal or regulatory proceedings in progress or being brought against CONTRACTOR as a result of non-compliance with such guidelines. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.
34. **CULTURAL COMPETENCY.** In order to ensure access to services, CONTRACTOR shall provide services in a culturally competent manner. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes and policies that enable staff to work effectively in cross-cultural situations.
35. **VENUE.** Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz.
36. **CONSTRUED PURSUANT TO CALIFORNIA LAW.** The parties hereto agree that the provisions of this Contract shall be governed by, and interpreted in accordance with, California Law.

(Revised 5/13/20)

EXHIBIT D

Grant Requirements

The following is to comply with the Propositions 1 and 68 Sustainable Groundwater Planning Grant Agreements between the State of California (DWR) and the Santa Cruz Mid-County Groundwater Agency and the Santa Margarita Groundwater Agency.

The Consultant agrees to be bound by all applicable 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.

The Consultant shall maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices.

Pursuant to Government Code §8546.7, the Consultant shall be subject to the examination and audit by the State for a period of three years after final payment under the Grant Agreement with respect to all matters connected with the Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Consultant shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.

The Consultant is 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 contract 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, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements.

The Consultant, 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 (Government Code §8350 et seq.) and have or will provide a drug-free workplace.

The Consultant affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and the Consultant affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

The Consultant agrees to expeditiously provide throughout the term of the Grant Agreement, such reports, data, information, and certifications relating to the Consultant's scope of work as may be reasonably required by State.

The Consultant shall name the State, its officers, agents and employees as additional insureds by separate endorsement on their liability insurance for activities undertaken pursuant to this Agreement.

Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

November 19, 2020

MEMO TO THE MGA BOARD OF DIRECTORS

Subject: Agenda Item 6.1

Title: Treasurer's Report

Attachment:

1. Treasurer's Report for the Period Ending October 31, 2020

Attached is the Treasurer's Report for June through October 2020. The report contains three sections:

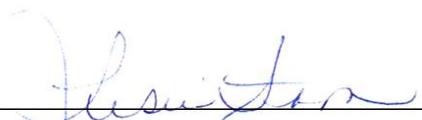
- Statement of Changes in Revenues, Expenses and Net Position
 - This interim financial statement provides information on the revenue that has been invoiced to the member agencies and the expenses that have been recorded as of October 31, 2020.
- Statement of Net Position
 - This interim financial statement details the cash balance at Wells Fargo Bank, the membership revenue still owed through accounts receivable, prepaid expenses such as insurance, and the resulting net income as reported on the Statement of Changes in Revenues, Expenses and Net Position from the preceding page.
- Warrants
 - The list of warrants reflects all payments made by the MGA, either by check or electronic means, for the period covered by the Treasurer's Report.

The Treasurer's Report will be provided at each board meeting according to statutory requirement and to promote transparency of the agency's financial transactions. Note: the 5th page of the Treasurer's Report is blank due to text spacing issues but has not been removed from the packet to maintain page count transparency.

Recommended Board Action:

1. Informational, no action necessary.

By



Leslie Strohm

Treasurer

Santa Cruz Mid-County Groundwater Agency

Treasurer's Report

Santa Cruz Mid-County Groundwater Agency
For the period ended October 31, 2020



Prepared on
November 9, 2020

Statement of Revenues, Expenses and Changes in Net Position

September - October, 2020

	Total
INCOME	
Total Income	
GROSS PROFIT	0.00
EXPENSES	
5315 Office Services	72.00
5340 Computer Services	239.96
5355 Insurance	843.75
5415 Outreach Services	39.98
5417 Outreach Services - Design	380.00
Total Expenses	1,575.69
NET OPERATING INCOME	-1,575.69
NET INCOME	\$ -1,575.69

Statement of Net Position

As of October 31, 2020

	Total
ASSETS	
Current Assets	
Bank Accounts	
1100 Wells Fargo Business Checking	1,849,737.58
Total Bank Accounts	1,849,737.58
Other Current Assets	
1400 Prepaid Expenses	281.25
Total Other Current Assets	281.25
Total Current Assets	1,850,018.83
TOTAL ASSETS	\$1,850,018.83
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2100 Accounts Payable	89.99
Total Accounts Payable	89.99
Total Current Liabilities	89.99
Total Liabilities	89.99
Equity	
Retained Earnings	1,932,010.05
Net Income	-82,081.21
Total Equity	1,849,928.84
TOTAL LIABILITIES AND EQUITY	\$1,850,018.83

Warrants

September - October, 2020

Date	Transaction Type	Num Name	Memo/Description	Clr	Amount
Bill Payment (Check)					
10/21/2020	Bill Payment (Check)	10214 ACWA/JPIA	Member# S073 Insurance Premium		-1,125.00
					-1,125.00
10/21/2020	Bill Payment (Check)	10215 Mary Edith Ingraham	Website Updates		-380.00
					-380.00
10/21/2020	Bill Payment (Check)	10216 Soquel Creek Water District (2)	Quickbooks and Mailchimp; website hosting		-189.95
					-189.95
09/11/2020	Bill Payment (Check)	10212 Soquel Creek Water District (2)	Quickbooks and Mailchimp	R	-89.99
					-89.99
09/11/2020	Bill Payment (Check)	10213 Trout Unlimited Inc	Stream Monitoring		-1,513.67
					-1,513.67
Expense					
09/08/2020	Expense	US002D459M Google - Online Payments	G Suite Subscription	R	-72.00
			Google Payment - G Suit		72.00

Date	Transaction Type	Num Name	Memo/Description	Clr	Amount
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November 19, 2020

MEMO TO THE MGA BOARD OF DIRECTORS

Subject: Agenda Item 6.2.2

Title: Proposed Board Meeting Schedule for 2021

The Santa Cruz Mid-County Groundwater Agency (MGA) Bylaws provide that the regular meeting schedule of the Board of Directors (Board) is to be adopted by the Board after January 1st of each year. Paragraph 8.2 of the MGA Joint Powers Agreement requires the Board to meet at least quarterly.

Staff proposes the following dates for regularly-scheduled MGA Board meetings in 2021: March 18th, June 17th, September 16th, and December 16th. The regular-meeting schedule for 2021 will be presented for Board approval at the first meeting in 2021.

Recommended Board Action:

1. Informational, no action necessary.

By 

Tim Carson
Program Director
Regional Water Management Foundation



Groundwater is a vital resource, together let's protect it.

midcountygroundwater.org • 5180 Soquel Drive • Soquel, CA 95073

October 9, 2020

California Department of Conservation
 Division of Land Resource Protection
 Attn: Watershed Coordinator Grant Manager
 801 K Street, MS 14-15
 Sacramento, CA 95814
 wcp@conservation.ca.gov

RE: Sustainable Groundwater Management Watershed Coordinator Program Grants – Letter of Support for Resource Conservation District of Santa Cruz County

Dear Grant Review Committee:

I am writing to express strong support for the Resource Conservation District of Santa Cruz County's (RCDSCC) proposed project "A Collaborative Approach to Groundwater Sustainability in Northern Monterey Bay Watersheds." If funded, the Watershed Coordinators will play an essential role in helping priority groundwater basins in the Monterey Bay reach sustainability. For this reason, the Santa Cruz Mid-County Groundwater Sustainability Agency (MGA) will be a partner in this grant.

The MGA is the Groundwater Sustainability Agency (GSA) for the Santa Cruz Mid-County Groundwater Basin (Basin). The Basin, designated by the Department of Water Resources as **a high-priority basin in a state of critical overdraft**, depends entirely upon local sources of water. MGA membership is comprised of the Central Water District, City of Santa Cruz, County of Santa Cruz, and Soquel Creek Water District. The Basin shares borders with the critically-overdrafted Pajaro Valley Basin to the south and the medium-priority Santa Margarita Basin to the north. These basins are connected to the Basin through watersheds, communities and water supplies. To improve understanding of the relationships within these watersheds, and to achieve groundwater sustainability, we must work together.

Through this grant, Watershed Coordinators at the RCDSCC will support the MGA in working collaboratively with neighboring GSAs to provide the coordinated outreach and education, stakeholder engagement, and critical technical assistance needed to meet the requirements of the Sustainable Groundwater Management Act (SGMA), and in our case, to develop a robust and timely five-year update to the Basin Groundwater Sustainability Plan (GSP). This work will not only improve groundwater sustainability in the region and help GSAs meet SGMA requirements, but will also bolster and advance overall watershed health and planning in the Santa Cruz Integrated Regional Water Management region.

As a partner on this grant, MGA will work with Watershed Coordinators to connect with stakeholders, particularly with non-de minimus water users in the Basin. Work the MGA will commence shortly, relating to metering this class of water user, will be complimented by the efforts proposed in this grant to increase water conservation technical support in the region. To leverage the work of the Coordinators, we anticipate the MGA will provide up to 40 hours of staff time at \$168/hour for a total of

\$6,772 as in-kind services as a local funding match contribution. The focus of this will likely be in the form of outreach, data sharing, and participation in stakeholder events.

Members of the MGA have an extensive and successful track record of partnering with the RCDSCC, and believe the RCDSCC is well-positioned to fill this Watershed Coordinator role. As a non-regulatory agency that connects our communities with technical, financial, and educational assistance needed to conserve and manage natural resources, RCDSCC has an extensive network of trusted relationships with both partners and landowners. The RCDSCC has regional collaboration mechanisms already in place through which this program would be delivered, much of which has been built and/or strengthened through previous Department of Conservation Watershed Coordinator grants.

The MGA supports this project as an important means to advance the groundwater sustainability goals and coordinating the successful management of watershed resources in our region. Thank you for your consideration of RCDSCC's proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tom LaHue". The signature is fluid and cursive, with the first name "Tom" and last name "LaHue" clearly distinguishable.

Tom LaHue
Board Chair
Santa Cruz Mid-County Groundwater Agency



admin@midcountygroundwater.org

Public Comment for September 17, 2020 MGA Board Meeting

Becky Steinbruner <ki6tkb@yahoo.com>

Fri, Sep 25, 2020 at 10:09 PM

To: Santa Cruz Mid-County Groundwater Agency <admin@midcountygroundwater.org>

Cc: "Sierra Ryan (MGA Point of Contact)" <basinpoc@midcountygroundwater.org>, "Peisch Amanda@DWR" <amanda.peisch@water.ca.gov>, Trent Sherman <trent.sherman@water.ca.gov>, "tricia.carter@waterboards.ca.gov" <tricia.carter@waterboards.ca.gov>

Dear Mr. Carson,
Thank you for bringing this discussion to the Board.

Sincerely,
Becky Steinbruner

On Friday, September 25, 2020, 01:19:56 PM PDT, Santa Cruz Mid-County Groundwater Agency <admin@midcountygroundwater.org> wrote:

Dear Ms. Steinbruner,

Thank you for your question regarding the MGA's Guidance for Public Input during Board Meetings. In reviewing your email and the Guidance, I agree it is not as clear as it could be in presenting the deadlines and process for submitting written correspondence and informational materials to the Board. It should be revised to more clearly state the deadlines for the submittal of written correspondence/informational materials received prior to the Board meeting materials (Board Packet) being publicly posted on the MGA website and the deadlines and process for items submitted after the Board packet has been posted but received prior to the Board meeting.

Revisions to the MGA's guidance will be proposed to more clearly present the process by which the public can submit comments and materials to the Board for consideration.

Best,
Tim Carson

On Mon, Sep 21, 2020 at 2:59 PM Becky Steinbruner <ki6tkb@yahoo.com> wrote:

Dear Ms. Partch,

Thank you for your message confirming that my Public Comment for the September 17 MGA Board agenda items will be included in the November meeting correspondence.

Also, thank you for the link to the Public Correspondence guidelines. I have read them, and now see that in order for public correspondence to be included in the agenda packet, people must submit it 10 days in advance of the meeting.

How can the public submit comment on any agenda items before the agenda is even made public?

The September 17 agenda packet became available September 11. <https://us17.campaign-archive.com/home/?u=538f73633c419ef049faad67c&id=365d50dfaf>

In order to have my written comment included for Board consideration at the meeting, I would have had to send it by September 7, four days before the agenda was even made public.

This seems impossible for the public to be able to participate in any meaningful way, especially if we are not able to attend the Board meeting itself to relay our concerns verbally to the Board.

I respectfully request that the Board discuss this problem, and devise some policy change to allow the public better opportunity to participate in a meaningful way.

Thank you very much.
Sincerely,
Becky Steinbruner

On Monday, September 21, 2020, 10:32:44 AM PDT, Santa Cruz Mid-County Groundwater Agency <admin@midcountygroundwater.org> wrote:

Ms. Steinbruner, this email confirms your comments submitted to the Santa Cruz Mid-County Groundwater Agency for the Board meeting on September 17, 2020 were received. Your comments were received after the submittal deadline. Submittal of written correspondence, informational materials, or handouts received after the deadline but prior to the start of the Board meeting are included in the meeting materials for the next Board meeting. The Guidance for Public Input during MGA Board Meetings, which includes submittal of correspondence, is posted on the MGA website: <http://www.midcountygroundwater.org/committee-meetings>

Your comments will be included in the meeting materials for the next Board meeting.

Regards,
Santa Cruz Mid-County Groundwater Agency
admin@midcountygroundwater.org

On Thu, Sep 17, 2020 at 12:48 PM Becky Steinbruner <ki6tkb@yahoo.com> wrote:

Dear MidCounty Groundwater Agency Board,
I may not be available to participate in this evening's MGA Board meeting, so ask that my comments below be read into and incorporated as public record.

Thank you.
Sincerely,
Becky Steinbruner

PUBLIC COMMENT

1) Item 3.0 Public Communication

Thank you for your work to comply with the SGMA deadlines and requirements.

As a concerned member of the public, I want to make clear my protest of the Agency's focus on PureWater Soquel Project in the GSP submitted to the State. The environmental review was inadequate, and legal challenge regarding the multiple alleged CEQA violations is currently pending in the Court of Appeals. I feel this unbalanced focus is the result of the powerful positioning that Soquel Creek Water District has imposed, and other participating jurisdictions are hesitant to resist. This is not good governance.

The MGA Board would do well to continue to explore other more environmentally-friendly projects to achieve groundwater sustainability. I am heartened by the City of Santa Cruz pursuing environmental analysis of expanded water rights place of use for the region's water supply that lacks adequate storage when the water is available.

The urgency to rush to an expensive PureWater Soquel Project, whose construction price has now doubled to \$182 million, according to EPA WIFIA loan agreement documentation, and not be completed until 2025, is unwise in these economically-stressful times that are predicted to worsen in the near future. Will the MGA decide under pressure to financially support the District's outrageously expensive Project in order to meet the State SGMA requirements and the (assumed) approved GSP?

The following is from the GSP and supports the ability to carefully consider the broad view of the issues that are causing perhaps unnecessary hyper-focus on a single Project, with a blind eye to the lack of short-term and long-term affordability and environmental damage inherent:

2.2.4.3 Seawater Intrusion

Historically, seawater intrusion has been documented at Soquel Point in the Purisima A- and has been consistently detected at deep monitoring wells in all coastal monitoring clusters in the Aromas area (in both Purisima F-unit and Aromas Red Sands aquifers).

With the exception of monitoring well cluster SC-A1, coastal monitoring clusters in the Aromas area were installed with their deepest completion intentionally located below the freshwater-saltwater interface to monitor increases in chloride concentrations. Chloride data from Water Year 2018 shows that the extent of seawater intrusion has remained the same over the past few years (Figure 2-35).

Coastal well locations where seawater intrusion has not been observed continue to show no indication of seawater intrusion. Groundwater quality where seawater intrusion has been observed is either stable or improving with the exception of one well.

At SC-A2B, an increasing trend has been observed over the last two years and the latest sample exceeded the minimum threshold that is set for this well as part of the Basin's sustainable management criteria in Section 3. If any of the following three samples at SC-A2B exceed the minimum threshold, this would be considered an undesirable result based on the sustainable management criteria proposal contained in this GSP.

In 2013, Best, Best & Krieger provided Soquel Creek Water District Board the legal recommendation to pursue temporary urgent Water Rights to the San Lorenzo River for wet months of the year. The District has consistently ignored that recommendation, which is now even easier to accomplish with State Waterboard policy changes approved in September, 2019.

I want to encourage all MidCounty Groundwater Agency Board members to review the reality of the GSP relying predominantly on the Soquel Creek Water District's PureWater Soquel Project to inject treated sewage water into the aquifer.

I am heartened by the Information presented recently to the Santa Cruz City Water Commission that the PureWater Soquel Project may be modified to supply irrigation water to DeLaveaga Golf Course, and perhaps include a supply line to the small treatment plant at Pasatiempo Golf Course for irrigation use there. I support the use of recycled water for irrigation, but am strongly opposed to injecting it into the aquifer supplying drinking water for the MidCounty area.

Thank you for considering my concerns.

Sincerely,
Becky Steinbruner
3441 Redwood Drive
Aptos, CA 95003

2) Item # 6.1

MGA Administration

(page 16)

3. ADMINISTRATION

The MGA operates under a collaborative staffing model in which senior-level executive staff of the four Members (Executive Staff) are responsible for the management and administration of the MGA. Executive Staff include: the General Manager of the Soquel Creek Water District, the Director of the City of Santa Cruz Water Department, the County of Santa Cruz Water Resources Division Director, and the District Manager of the Central Water District. The MGA Treasurer is the Finance and Business Services Manager of the Soquel Creek Water District. The MGA Treasurer and staff (MGA Financial Team) facilitate procurement payments as provided in this Policy and in the MGA Procurement Procedures. The MGA Board Clerk is the Executive Secretary/Board Clerk of the Soquel Creek Water District (SqCWD).

I feel that Soquel Creek Water District has a disproportionate amount of control of the MGA. I am especially concerned about the fact that MGA finances are managed by Soquel Creek Water District. Please discuss hiring an independent financial director that is neutral.

My concern regarding this is proven with the issues brought forth in Item #6.2 (page 30), wherein it is disclosed that Ms. Strohm has been violating the MGA By-Laws by being the sole signer on checks issued.

Please hire an independent Financial Director. This will promote trust and transparency with the public.

3) Policy 6.5 Sole Source Procurement (page 25)

As a member of the public and customer of a privately-owned small water company in the Basin that will likely be assessed in the future, I am concerned by this policy language.

(page 26) *Sole source procurement may be utilized when competitive procurement would fail to produce an advantage or the procurement process is undesirable, impractical, or impossible. The following factors may justify sole source procurement:*

a) *When the goods or services are needed on an emergency basis. Executive Staff may determine if an emergency exists and that the potential impacts to public health, safety or welfare of the community warrant this procurement method. All emergency purchases which would otherwise require competitive solicitation must be submitted to the Board for ratification at the next meeting of the Board.*

b) *When the goods or services are either:*

i. available from only one source, or

ii. unique due to the specialized skill or experience of the contractor, consultant or supplier, or

iii. proprietary in nature.

c) *When the goods or services are required to match, integrate or be compatible with an existing project or program and the work, materials or services are from a contractor, consultant or vendor who previously satisfactorily performed or provided work, materials or services to the MGA or a Member Agency.*

d) *When the goods or services are obtained by cooperative procurements or "piggyback" on the competitive procurement process of another agency. The MGA shall have the authority to join with other public jurisdictions in cooperative purchasing plans, programs or pricing agreements. The MGA may also contract for Services and Supplies at a price established by competitive procurement by another public jurisdiction in substantial compliance with that public agency's competitive procurement process. The MGA may also contract with any federal, state, municipality or other public agency*

I am concerned that Soquel Creek Water District, as the largest participating jurisdiction, will conscript funding from the MGA to support the District's expensive PureWater Soquel Project, if it is built. As a small water company customer, I insist that such sole source procurements be considered publicly by the Board before approval.

4) Item #6.1 Authority Thresholds (page 21)

5.1 Authority Thresholds Procurements of up to \$50,000 must be approved by a member of the Executive Staff.

Procurements over \$50,000 must be approved by the Board.

A capital expenditure greater than \$100,000 must be approved by the unanimous decision of the member directors of the Board pursuant to JPA Section 9.3.

For transparency, please require procurements of \$50,000 or less to require approval by **two** members of the Executive Staff.

I am grateful for the requirement that all capital expenditures greater than \$100,000 be approved by the unanimous decision of the Board, however recall a recent incident when Soquel Creek Water District Financial Manager, Ms. Strohm, announced an expenditure that was over \$100,000 but that had been approved and executed **without** the Board's approval. Please strengthen this policy to include "even in emergencies".

5) Item #6.1 Procurement Policies

(page 23-24))

6.3.2 Requests for Qualifications Requests for Qualifications (RFQ) must be used for the required qualification based procurement of architectural, landscape architectural, engineering, environmental, land surveying, and construction management services (collectively "A/E" professional services). The selection will be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required, pursuant to Government Code Section 4526.

Criteria for selecting an A/E firm should include such factors as professional excellence, demonstrated competence, specialized experience of the firm, education and experience of key personnel, staff capability, workload, ability to

meet schedules, principals to be assigned, nature and quality of completed work, reliability and continuity of the firm, location, professional awards, and other relevant considerations. Such factors shall be weighed according to the nature and complexity of the project, the needs of the Agency, and the special requirements of the specific project.

Under an RFQ, competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation.

I respectfully request that there be language included that the MGA Board periodically review these RFQ approved contracts for long-term services, and publicly discuss putting the said work out for a fresh round of contract proposals. This will not only encourage the selected contractor to keep their charges for work at a competitive level, but also allow for future new contractors who may be equally qualified and perhaps more competitive to have an opportunity to submit a proposal.

While I do see that this is somewhat addressed on page 27 under 7.3 Professional Services Contracts, I would like the full Board to be involved in this decision-making, rather than only the Executive Committee. This will promote better, more transparent governance over the long-term existence of the MGA.

6) Agenda Item #6.2
Retroactive Approval of Change to By-Law 7.1
(page 30)

Paragraph 7.1 states, in part, that all disbursements are to be by check, and that disbursements in excess of five thousand dollars (\$5,000) require the signature of both the Treasurer and Chair, or in the Chair's absence, the Vice Chair. Since the inception of the MGA, however, in practice, disbursement checks have been signed with the sole signature of the Treasurer.

*To resolve this discrepancy and **remain compliant with audit procedures**, it is recommended that Paragraph 7.1 of the MGA Bylaws be amended retroactively, to the adoption of the Bylaws on May 19, 2016, to state that MGA check disbursements require the signature of one the following: the Treasurer, the Chair, the Vice Chair, or any Member Agency Executive Staff, which includes the General Manager of Soquel Creek Water District, the County Water Resources Division Director, the City of Santa Cruz Water Department Director, and the District Manager of Central Water District.*

Recommended Board Action:

1. BY MOTION, to ratify retroactively, to May 19, 2016, an amendment to MGA Bylaws 7.1 to state that MGA disbursements may be issued pursuant to the sole signature of the Treasurer, the Chair, the Vice Chair, or any Member Agency Executive Staff.

I strongly oppose the adoption of this retroactive change that essentially makes the Soquel Creek Water District Financial Director, Ms. Strohm, unaccountable for having violated the By-Law requirements all these years. The By-laws were constructed and approved by all participating jurisdictional representatives to foster equity and transparency and should be upheld, not changed retroactively and haphazardly to allow violations of them to be considered compliant.

Sincerely,
Becky Steinbruner
3441 Redwood Drive
Aptos, Ca 95003