



# Salinas Valley Basin

---

## Groundwater Sustainability Agency

www.svbgsa.com

### BOARD OF DIRECTORS REGULAR MEETING AGENDA

OCTOBER 12, 2017  
4 P.M.

CITY HALL ROTUNDA, 200 LINCOLN AVENUE  
SALINAS, CALIFORNIA 93901

- a. Swearing in of Permanent Board Members by Judge Hulsey
- b. Call to Order by Chairperson Pro Tem Gunter
- c. Roll Call
- d. Pledge of Allegiance
- e. Election of Board Officers
- f. Recognition of Initial Board of Directors
- g. Consider General Manager candidate selected by Regional Government Services
- h. General Public Comment

*Members of the public may comment on matters within the jurisdiction of the agency that are not on the agenda. Public comments generally are limited to two (2) minutes per speaker; the Chair may further limit the time for public comments depending on the agenda schedule. Comments on agenda items should be held until the items are reached. To be respectful of all speakers and avoid disruption of the meeting, please refrain from applauding or jeering speaker.*

### CONSENT RESOLUTION

*All matters listed under the Consent Agenda may be enacted by one motion unless a member of the Board, audience, or staff requests discussion or a separate vote.*

- 1. Approve minutes of September 14, 2017 regular meeting
- 2. Adopt **RESOLUTION** approving Board Meetings schedule

3. Receive Status Report on RGS Task List

**CONSIDERATION ITEMS**

*Receive staff report, Directors' questions, public comments, Directors' comments and consider Board action on each of the following items.*

4. Consider appointment of Members to 1) Budget and Finance Committee, and 2) Executive Committee
5. Consider directing the Executive Committee to confer with Legal Counsel and the General Manager regarding Agency by-laws and conflict of interest code, and provide recommendations to the full Board of Directors
6. Consider approving Advisory Committee's recommended appointment of Bob Jaques and consider rotating Board members' representation on Advisory Committee
7. Consider adopting **RESOLUTION** approving Agreement for Legal Services with the office of County Counsel's Office of Monterey County
8. Consider approving Insurance Policy
9. Adopt **RESOLUTION** ratifying Agreement for GSP Planning Grant Writing ("Agreement") with Kennedy/Jenks Consultants including a budget transfer, and **RESOLUTION** Authorizing the Application for Grant Funding
10. Consider appointment of members to Ad-Hoc Committee to attend Interagency GSP and cooperation agreement meetings

**REPORTS**

11. General Manager's Report
12. Directors' Reports and Future Agenda Items

**ADJOURNMENT**

13. Adjournment

**MEETING ACCOMMODATION**

Disability-related modification or accommodation, including auxiliary aids or services, may be requested by any person with a disability who requires modification or accommodation in order to participate in the meeting. Requests should be referred to the Clerk to the Board at [acamel@rgs.ca.gov](mailto:acamel@rgs.ca.gov) as soon as possible but by no later than 5 p.m. two business days prior to the meeting. Hearing impaired or TTY/TDD text telephone users may contact the Agency by dialing 711 for the California Relay Service (CRS) or by telephoning any other service providers' CRS telephone number.

**VIEWING MEETINGS**

Live meetings are televised on Channel 25 at [www.youtube.com/thesalinaschannel](http://www.youtube.com/thesalinaschannel). The recorded meeting schedule may be viewed at <http://tinyurl.com/salinas25>

**AGENDA POSTING**

The meeting agenda was posted on October 6, 2017 at the City Clerk's Office, in the City Hall Rotunda, 200 Lincoln Avenue, Salinas, CA 93901.

---

## REPORT TO BOARD OF DIRECTORS

**MEETING DATE:** October 12, 2017

**AGENDA ITEM:** G

**SUBJECT:** Regional Government Services General Manager Selection

**RECOMMENDATION:** Receive Report and Accept Selected General Manager

### **FISCAL IMPACT**

No additional fiscal impact, as General Manager services are included in the previously approved contract with RGS.

### **BACKGROUND**

On August 10, 2017, the Salinas Valley Basin Groundwater Sustainability Agency and Regional Government Services Authority entered into an agreement for management and administrative services. RGS will provide general management services to support the Agency in the development and implementation of a Salinas Groundwater Basin Sustainability Plan for the Salinas Valley Groundwater Basin. RGS will provide these services through the management team and RGS organizational infrastructure and management practices. Core responsibilities are general manager, Board and Committee meeting support, record keeping, and financial services. RGS will support the newly constituted Agency in compliance with California Senate Bills 1168 and 1319, and California Assembly Bill 1739 (collectively, the “Sustainable Groundwater Management Act” or “SGMA”), and the regulations promulgated thereunder.

The first task order calls for RGS to identify an employee to serve as the general manager; meet with board to finalize assignment. This report and recommendation fulfills this task order.

Section 9.3 of the Joint Powers Agreement forming the SVBGSA calls for the appointment by the Board of Directors of an “Executive Director;” however, this position was contemplated as an employee of the SVBGSA. The Board has determined at this time to contract with RGS for management services pursuant to Section 9.6 of the JPA. In order to distinguish the positions, and avoid any implication of an employment status, the position provided by RGS will be called the General Manager. The Board could consider appointment of an Executive Director at a future time.

### **DISCUSSION & ANALYSIS**

On August 16, 2017, RGS’ Director of HR Services, Sophia Selivanoff, met with the Board’s Executive Committee to identify critical skills and qualifications for the chief

---

## REPORT TO BOARD OF DIRECTORS

executive to be assigned to SVBGSA by RGS. While discussion with this group covered a range of important qualities, three critical areas of qualification emerged. First and foremost, the GSA's diversity of interests and communities requires outstanding collaboration and communication skills; demonstrated experience in building trust and bringing people together is essential. Second, the candidate should have experience with political and governance structures, both at the local and state level; the complexity of regulatory requirements related to water, the SGMA, and the launch of a new JPA cannot easily be navigated by someone inexperienced in California's public sector. Third, the candidate should have sufficient demonstrated technical background and understanding to engage productively with both the technical requirements and consulting experts associated with groundwater and management practices.

Beginning August 17, 2017, RGS conducted a comprehensive executive search to identify and select a highly-qualified General Manager to fulfill the terms of RGS' administrative services contract with the Salinas Valley Basin Groundwater Sustainability Agency. RGS staff made phone and email contact to elicit referrals for the General Manager from a wide range of local stakeholders and networked experts, including:

- Local Salinas Valley stakeholders, including:
  - Abby Taylor Silva, Grower Shippers Association
  - Paul Sciuto, MRPCA (Monterey One Water)
  - Rob Johnson, Assistant General Manager, MCWRA
  - Rene Mendez, City of Gonzalez
  - Mike McHatten, City of Soledad
  - Joe Gunter, Mayor, City of Salinas
  - Brett Harrell, Nunes Company
  - Lew Baumann, County of Monterey
  - Brenda Granillo, Cal Water Service
  - Colby Pereira, Costa Farms
  - Les Girard, County of Monterey
  - Steve McIntyre, McIntyre Vineyards
  - Eric Laurantzen, County Agricultural Commissioner
- Regional and state water resource agency personnel, including:
  - Charles Ice, San Mateo County
  - Steve Macaulay, Former Chief Deputy Director, DWR
  - Larry Walker, Former ED, State Water Resources Control Board
  - Tess Byler, Project Manager, San Francisquito Creek JPA
  - Dave Stoldt, MPWMD
- Ground water resources industry leaders, including:
  - Vicki Kretsinger-Grabert, Founding President of GRAC
  - Timothy Parker, Director, GRAC

---

## REPORT TO BOARD OF DIRECTORS

- Elizabeth Cardwell, ED, California Groundwater Assn.
- Bob Murphy, Senior Sales Executive, California Groundwater Association
- Sarah Raker, Former ED of GRAC
- Jim Standberg, GRAC
- Iris Priestaf, President, Todd Engineering
- Sarah Kline, Administrative Director, Groundwater Resources Assn. of California

From this outreach initiative, a total of four qualified candidates applied for the position. On September 5, 2017, selection interviews were conducted by an RGS panel consisting of Richard Averett, Executive Director, Sophia Selivanoff, Director of Human Resources Services, and Annie Kavanagh, HR Advisor/Search Coordinator.

Interviews were based on a structured set of questions that were designed to address:

- Technical Knowledge and Skills
- Planning and Organization
- Leadership and Accountability
- Adaptability
- Problem-Solving and Decision Making
- Oral Communication
- Interpersonal Effectiveness and Collaboration

The candidates were evaluated on their qualifications with the unique requirements for this role in mind, and prioritized according to strengths relative to the GSA's needs.

RGS has selected a candidate whose experience and skills include:

- Proven leadership in a variety of local governments
- Multidisciplinary skills integration, both personally and with work teams
- Community inclusion, intergovernmental collaboration, and excellent communications skills
- Technical oversight capacity combined with appropriate inclusion of experts
- Successful management of large operational and project financing
- A passion for the work of the GSA

RGS is pleased to present the Board with our selected candidate, Gary Petersen. The candidate will provide a brief overview of his qualifications and experience, and then respond to any questions the Board may have.

If the Board chooses to accept this candidate, Mr. Petersen could begin his RGS assignment as early as October 13, 2017. As the RGS project leader for the administrative team assigned to the GSA, he will lead agency support services, and have full responsibility for supporting the Board's goals to establish a Groundwater Sustainability Plan and a long-term fiscal foundation for the agency.

---

## REPORT TO BOARD OF DIRECTORS

However, if the Board rejects this candidate, a new agreement for interim executive services will need to be negotiated while RGS conducts an additional expanded search.

### **ATTACHMENT(S)**

None.



# Salinas Valley Basin

---

## Groundwater Sustainability Agency

www.svbgsa.com

### BOARD OF DIRECTORS SEPTEMBER 14, 2017 MEETING UNOFFICIAL MEETING MINUTES

#### **1. Call to order**

The meeting convened at 4 p.m. in the Salinas City Hall Rotunda, 200 Lincoln Avenue, Salinas.

#### **2. Roll call**

Present:

Director Luis Alejo  
Director Janet Brennan  
Director Lou Calcagno (arrived 4:05 p.m.)  
Director Glenn Church (left at 4:05 p.m.)  
Director Brenda Granillo  
Director Bill Lipe  
Director Steve McIntyre  
Director Colby Pereira  
Director Adam Secondo  
Director Ron Stefani  
Vice Chair Michael McHatten

Absent:

Chairperson Joe Gunter

#### **Also Present:**

Gary Petersen, Interim General Manager  
Les Girard, Monterey County Counsel's Office  
Ann Camel, Clerk of the Board

#### **3. Pledge of Allegiance**

#### **4. Public Comment**

Bill Carrothers referenced published water-related articles.

Director Calcagno arrived at the meeting and Director Church stepped down from the dais at 4:05 p.m..

Norm Groot, President of Salinas Basin Ag Water Association, announced that their elected nominees for permanent primary Directors are Steve McIntyre and Adam Secondo to serve the three-year staggered terms and Bill Lipe and Colby Pereira to serve the two-year terms. Tim Borel and Lawrence Hinkle were nominated as new alternates.



**5. Recognition**

The Board recognized Salinas City Clerk Patricia Barajas for serving as Interim Clerk of the Board.

**6. Approved Minutes of August 10, 2017 meeting**

The Board approved the August 10, 2017 minutes, with a correction to the spelling of Board Member Brennan's name. AYES: Directors Alejo, Brennan, Calcagno, Granillo, Lipe, McIntyre, Pereira, Secondo, Stefani and Vice Chair McHatten. ABSENT: Chairperson Gunter. NOES: None. ABSTAIN: None.

**7. Educational Presentation by Derrik Williams, President Hydrometrics-Practical Consideration in Developing Groundwater Sustainability Plans**

Derrik Williams presented his power point, on file in the Agency record, and answered questions from Board Members. Public comments: Tom Virsik; Mike Wegley, Marina Coast Water District; Bill Carrothers.

**8. Resolution Appointing Regional Government Services Authority's CFO as the Agency's Treasurer and Auditor**

Gary Petersen presented the report, on file in the Agency record.

Upon motion by Director Pereira and second by Director Granillo, the Board voted to adopt RESOLUTION 2017-07 appointing RGS' CFO as the Agency's Treasurer and Auditor. AYES: Directors Alejo, Brennan, Calcagno, Granillo, Lipe, McIntyre, Pereira, Secondo, Stefani and Vice Chair McHatten. ABSENT: Chairperson Gunter. NOES: None. ABSTAIN: None.

**9. Resolution Authorizing the Establishment of Agency Bank Accounts at Rabobank**

Gary Petersen presented the report, on file in the Agency record.

Upon motion by Director McIntyre and second by Director Alejo, the Board voted to adopt RESOLUTION 2017-08 establishing Agency bank accounts at Rabobank. AYES: Directors Alejo, Brennan, Calcagno, Granillo, Lipe, McIntyre, Pereira, Secondo, Stefani and Vice Chair McHatten. ABSENT: Chairperson Gunter. NOES: None. ABSTAIN: None.

**10. Timeline for Operational and Capital Improvement Financing Mechanism Options**

Roberto Moreno presented the report and power point presentation, on file in the Agency record. Director Pereira asked that a Budget Committee be appointed in October. There was no public comment

**11. Appointment of Ad-Hoc Committee to confer with Regional Government Services regarding the designation of the Groundwater Sustainability Agency (GSA) General Manager**

Les Girard, County Counsel, reported that the General Manager would be a RGS employee rather than an employee of the Agency, so the Board would not make the selection and appointment. The Executive Committee recommended that the following be appointed to an adhoc committee to interact with RGS, the hiring authority: Directors Adcock, McHatton, McIntyre, Pereira, and Lipe, with participation by community members Abby Taylor Silva and Heather Lukacs. Chairperson Gunter, Salinas Mayor,

declined to participate on an adhoc committee to avoid any appearance regarding favoritism, as the Salinas Public Works Director is a candidate. The Board should decide whether an adhoc committee would have final authority to interact with RGS or whether the final candidate should appear before the Board for the Board's final comment to RGS.

Mr. Girard responded to Nancy Isakson that direction to the General Manager would come from the Board, but the employee relationship would be with RGS.

**Upon motion by Director Alejo and second by Director Brennan, the Board voted to establish the Adhoc Committee to provide a recommendation to the Board, and to have the Board provide final comment to RGS on the final candidate designee for General Manager. AYES: Directors Alejo, Brennan, Calcagno, Granillo, Lipe, McIntyre, Pereira, Secondo, Stefani and Vice Chair McHatten. ABSENT: Chairperson Gunter. NOES: None. ABSTAIN: None.**

**12. Update on Request for Proposals or Qualifications (RFQ) for Legal Services – Resolution for Authorization to Negotiate with the County of Monterey**

Gary Peterson presented his report, on file in the Agency record.

Public comments:

Bill Carrothers

Norm Groot, Farm Bureau, spoke in support.

**Upon motion by Director Calcagno and second by Director Stefani, the Board voted to adopt RESOLUTION 2017-09 authorizing interim staff to negotiate an agreement for legal services with County of Monterey. AYES: Directors Alejo, Brennan, Calcagno, Granillo, Lipe, McIntyre, Pereira, Secondo, Stefani and Vice Chair McHatten. ABSENT: Chairperson Gunter. NOES: None. ABSTAIN: None.**

**12. Interim General Managers Report**

**a. DWR Facilitation Grant**

Gary Petersen reported that grant development proposals have been sought to try to get ahead in the process, and partnership opportunities are being considered. Adjacent GSAs will meet in Greenfield in November to discuss coordination. He referred to the distributed flyer of CSUMB's water forum on October 6, 2017.

**b. Proposition 1 Groundwater Sustainability Planning Grant**

Mr. Peterson will attend the State Department of Water Resources' workshop in Clovis on September 20, 2017.

**14. Directors' Reports and Future Agenda Items**

**a. Status of Permanent Board appointments**

Les Girard reported that the County is considering Permanent Board appointments next Tuesday. This is the last regular meeting of the Initial Board. Michael McHatten announced that he has been appointed to the permanent Board.

**b. Future agenda items**

In response to Director Secondo, Mr. Petersen stated that staff will provide a report on the status of the Board insurance at the next meeting.

**Adjourn**

The meeting adjourned at 5:10 p.m.

APPROVED:

---

Board Chair

ATTEST:

---

Ann Camel, Clerk of the Board



# Salinas Valley Basin

---

## Groundwater Sustainability Agency

### REPORT TO THE BOARD OF DIRECTORS

**MEETING DATE:** October 12, 2017

**AGENDA ITEM:** 2

**SUBJECT:** Resolution Approving Board Meetings Schedule

**RECOMMENDATION:** Approve Board Meetings Schedule through June 30, 2018.

#### **FISCAL IMPACT**

None.

#### **DISCUSSION & ANALYSIS**

When the GSA was initially established, a meeting schedule was prepared that coincided with the Interim Board, thru September 30, 2017. Now that a Permanent Board is in place a regular meeting schedule needs to be approved for meetings through June 30, 2018. Since everyone is use to the current Board meeting schedule, staff proposes that the same meeting schedule be approved for the remainder of the fiscal year as follows:

Standard Meeting Location: Salinas City Hall Rotunda, 200 Lincoln Avenue, Salinas, California (periodic meeting locations throughout the Salinas Valley to be determined)

Dates and Time: 2<sup>nd</sup> Thursday of each month at 4:00 p.m.

Month	Date	Location
November	11/09/17	Salinas
December	12/14/17	Salinas
January	01/11/18	TBD
February	02/08/17	Salinas
March	03/08/18	Salinas
April	04/12/18	TBD
May	05/10/18	Salinas
June	06/14/18	Salinas

The Board can always change the meeting date and location, and call special meetings as necessary.

## **BACKGROUND**

Section 7.2 of the Joint Exercise of Powers Agreement (“JPA Agreement”) forming the Salinas Valley Basin Groundwater Sustainability Agency (“Agency”) states as follows:

### **Section 7.2 – Regular Meeting Schedule.**

At its initial meeting, and annually before July 1 of each calendar year thereafter, the Board shall establish a schedule of regular meetings, including time and place, at a location overlying the Basin. The Board may vote to change the regular meeting location, time and place, and may call special or emergency meetings, provided that the new, special or emergency meeting location remains at a place overlying the Basin, unless otherwise authorized by the Brown Act.

The City of Salinas has offered that the SVBGSA can continue to use their City Hall Rotunda for free. The use of the City Hall Rotunda includes the ability to broadcast the meetings live on the Salinas Channel on YouTube. It also allows for the meetings to be recorded and available for playback at any time on the YouTube Channel.

## **ATTACHMENT(S)**

Resolution Approving Meeting Schedule

RESOLUTION NO. 2017 -

A RESOLUTION OF THE SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY  
AGENCY  
APPROVING THE BOARD MEETING SCHEDULE THROUGH JUNE 30, 2018

WHEREAS, the JPA Agreement forming the Salinas Valley Basin Groundwater Sustainability Agency states at Section 7.2 that the Board shall establish a schedule of regular meetings, including time and place, at a location overlying the Basin; and

WHEREAS, the Interim Board approved a meeting schedule through September 30, 2017; and

WHEREAS, the Permanent Board has now been selected; and

WHEREAS, a meeting schedule needs to be approved through June 30, 2018

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency, that the following meeting schedule is hereby approved:

Standard Meeting Location: Salinas City Hall Rotunda, 200 Lincoln Avenue, Salinas, California (periodic meeting locations throughout the Salinas Valley to be determined)

Dates and Time: 2<sup>nd</sup> Thursday of each month at 4:00 p.m.

<b>Month</b>	<b>Date</b>	<b>Location</b>
<b>November</b>	11/09/17	Salinas
<b>December</b>	12/14/17	Salinas
<b>January</b>	01/11/18	TBD
<b>February</b>	02/08/17	Salinas
<b>March</b>	03/08/18	Salinas
<b>April</b>	04/12/18	TBD
<b>May</b>	05/10/18	Salinas
<b>June</b>	06/14/18	Salinas

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency at its regular meeting duly held on the 12th day of October 2017, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

---

Chairperson

ATTEST:

---

Ann Camel, Clerk of the Board



# Salinas Valley Basin

---

## Groundwater Sustainability Agency

### **REPORT TO THE BOARD OF DIRECTORS**

**MEETING DATE:** October 12, 2017

**AGENDA ITEM:** 3

**SUBJECT:** Status Report on Regional Government Services Task List

**RECOMMENDATION:** Receive Status Report on RGS Task List

#### **FISCAL IMPACT**

None.

#### **DISCUSSION & ANALYSIS**

The Agreement for Management and Administrative Services between the Agency and Regional Government Services (RGS) includes a Task List in the Scope of Services that itemizes the first initial steps that RGS must complete.

On the next page is a status report on those tasks along with an estimated completion date and some notes. This report is to keep the Board informed of the tasks that are being accomplished to help the Agency achieve its objectives. This report will be updated on a bi-monthly basis.

#### **BACKGROUND**

On August 10, 2017, the Agency Board approved an Agreement for Management and Administrative Services with Regional Government Services Authority (RGS). Exhibit B of that agreement describes the Scope of Services. That section includes a task list of initial tasks to be undertaken by RGS.

#### **ATTACHMENT(S)**

RGS Scope of Services Task List



# RGS Scope of Services for SVBGSA

First/ Initial Steps/ Task Orders			
%done ▾	Phase ▾	Estimated Completion ▾	Notes ▾
100%	1.0 Identify an employee to serve as the GM	10/ 12/ 17	presented candidate to Board
100%	2.1 Set-up Banking and investment accounts	10/ 12/ 17	all set-up
100%	2.2 Invoice member agencies	10/ 12/ 17	member agencies invoiced
100%	2.3 Prepare Agency accounting records	09/ 30/ 17	records established, will present financial report in November
100%	3.0 Retain Clerk of the Board Services	09/ 01/ 17	Ann Camel is Clerk of the Board
50%	4.1 Establish Agency technology and support infrastructure	10/ 31/ 17	using RGS infrastructure for now pending access to G-Suite set-up by the County
50%	4.2 Set up official address	11/ 30/ 17	using Salinas City Hall pending establishment of an office
50%	4.3 Set-up e-mail addresses and phone numbers	10/ 31/ 17	Waiting on access to G-Suite established by County
25%	4.4 Website maintenance and improvements	12/ 31/ 17	Exploring options
25%	5.0 Provide education for the Board on public-sector officials responsibilities	12/ 31/ 17	Upcoming - Conflict of interest code, role of GM, role of Board,
25%	6.0 Meet with Board to finalize strategic and legally required GSP and Financing Plan	12/ 31/ 17	developing steps to select engineering and technical services
25%	7.0 Meet with state officials about GSP	12/ 31/ 17	following closely all guidelines and requirements
25%	8.0 Identify steps to ensure Agency meets SGMA guidelines	11/ 09/ 17	following closely all guidelines and requirements
	9.0 Meet with Board regularly, ensuring compliance with open meeting laws and	ongoing	
	10.1 Develop and issue RFP for engineering studies	12/ 31/ 17	
	10.2 Identify and recommend consulting engineer	01/ 31/ 18	
	10.3 Manage consulting services	01/ 31/ 18	No other consulting services yet



# Salinas Valley Basin

---

## Groundwater Sustainability Agency

### REPORT TO THE BOARD OF DIRECTORS

**MEETING DATE:** October 12, 2017

**AGENDA ITEM:** 4

**SUBJECT:** Consider Appointment of Members to Budget and Finance Committee, and Executive Committee

**RECOMMENDATION:** Approve Appointments

#### **FISCAL IMPACT**

None.

#### **DISCUSSION & ANALYSIS**

Since the Board meets only once per month, the appointment of members to committees allows for a smoother functioning organization. The committee members review information within their purview, before making a recommendation to the full board.

The JPA Agreement names three committees – 1) Budget and Finance Committee, 2) Planning Committee, and 3) Executive Committee – although the Board may create additional committees as the need arises. The role of these named committees will be fully spelled out in the by-laws which are scheduled to be adopted at the November Board meeting. However, there is a need for two of the committees to begin working now. Therefore, staff recommends utilizing the following two committees for specific purposes as follows:

#### Budget and Finance Committee

The Budget and Finance Committee will be tasked with reviewing the future funding sources and making a recommendation to the Board on which way to proceed.

#### Executive Committee

The Executive Committee will be tasked with reviewing the By-laws and Conflict of Interest Code before making a recommendation to the Board.

Each of the committees will have additional duties as stated in the By-Laws when they are adopted.

### **Formation of Committees**

Each of the committees needs to be made up of less than a quorum. It should also be made up of members that are representative of the entire Board. The Board can decide who should serve on each of the committees. For the sake of time staff is making the following recommendations for each of the committees

#### **Budget and Finance Committee (5) members**

<b>Name</b>	<b>Representing</b>
<b>Adam Secondo</b>	Agriculture
<b>Mike McHatten</b>	South County Cities
<b>Louis Alejo</b>	Other GSA Eligible
<b>Janet Brennan</b>	Environment
<b>Bill Lipe</b>	Agriculture

#### **Executive Committee (5) members**

<b>Name</b>	<b>Representing</b>
<b>[Chair]</b>	
<b>[Vice – Chair]</b>	
<b>Colby Pereira</b>	Agriculture
<b>Steve McIntyre</b>	Agriculture
<b>Ron Stefani</b>	Small Water Sys./Disadvantaged Comm.

### **BACKGROUND**

Section 8.1 of the Joint Exercise of Powers Agreement (“JPA Agreement”) forming the Salinas Valley Basin Groundwater Sustainability Agency (“Agency”) states as follows:

#### **Section 8.1 – Committees Of The Board.**

a) **Board Committees.**

The Board may from time-to-time establish one or more standing or ad hoc committees consisting of Directors to assist in carrying out the purposes and objects of the Agency, including but not limited to a Budget and Finance Committee, Planning Committee, and an Executive Committee. The Board shall determine the purpose and need for such committees. Meetings of standing committees shall be subject to the requirements of the Brown Act.

### **ATTACHMENT(S)**

None.

AGENDA ITEM 6

Full Name:

\*Date:

ROBERT JACQUES

5/26/17

Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

PLEASE NOTE THAT APPOINTEES MAY BE REQUIRED BY STATE LAW AND COUNTY CONFLICT OF INTEREST CODE TO FILE FINANCIAL DISCLOSURE STATEMENTS.

\*Current Occupation: (within the last twelve (12) months)

TECHNICAL PROGRAM MANAGER, SEASIDE BASIN WATERMASTER

PLEASE TYPE OR PRINT (Complete pages 1 through 4) NOTE: Applications are public records that are subject to disclosure under the California Public Records Act.

\*Current License: (Professional or Occupational, date of issue/or expiration including status)

PROFESSIONAL ENGINEER - CIVIL # C23896  
EXP. 12/31/17

\*Education/Experience: (A resume may be attached contacting this and any other information that would be helpful to the Board in evaluating your application.)

B.S. AND M.S. IN CIVIL/SANITARY ENGINEERING FROM  
U.C. BERKELEY 1971/1972

\*Other County Board/Commission/Committee on which you serve/have served:

MRWPAZ TECHNICAL ADVISORY COMMITTEE; MRSWMP MANAGEMENT  
COMMITTEE; ASBS REGIONAL MONITORING PROGRAM COMMITTEE,

\*References (at least two (2) list names and contact phone numbers)

DAVE STOLT, MPWMD GENERAL MANAGER, (831) 658-5651  
HOWARD FRANKLIN, MCWRA SENIOR ENGINEER, (831) 755-4860

2\*Name and occupation of spouse within the last 12 months, if married (For Conflict of Interest purposes):  
(NOT MARRIED)

\*Please explain your reasons for wishing to serve and, in your opinion, how you feel you can contribute:

THE SEASIDE BASIN WATERMASTER WILL NEED TO WORK CLOSELY WITH THE SVBGSA ON GROUNDWATER MANAGEMENT ISSUES, BECAUSE PORTIONS OF THE ADJUDICATED SEASIDE BASIN ARE HYDROGEOLOGICALLY CONNECTED WITH SOME OF THE SUB-BASINS IN THE SALINAS VALLEY BASIN.

SERVING ON THE SVBGSA ADVISORY COMMITTEE WILL FACILITATE THIS.



# Salinas Valley Basin

---

## Groundwater Sustainability Agency

AGENCY MEETING DATE: October 12, 2017

AGENDA ITEM: 7

SUBJECT: Agreement for Legal Services with the office of County Counsel's Office of Monterey County

RECOMMENDATION: Adopt Resolution approving an Agreement for Legal Services with the County Counsel's Office of Monterey County

### BACKGROUND

Section 9.1 of the Joint Exercise of Powers Agreement ("JPA Agreement") forming the Salinas Valley Basin Groundwater Sustainability Agency ("Agency") provides that one or more members of the Agency will provide interim administrative, legal and other support services at no cost to the Agency until the appointment of the Permanent Board of Directors (no later than October 1, 2017). To meet this requirement the City of Salinas ("City") has provided interim General Manager and Clerk of the Board services to the Agency, and the County has provided interim legal and administrative services.

In order to provide permanent services and advance the JPA to a permanent status your Board approved the issuance of a Request for Qualifications document that began the process of securing legal services for the GSA. The RFQ was distributed and seven responses were received.

### DISCUSSION

The process of selecting an organization to provide legal services begins with the issuance of the Request for Qualifications (RFQ). The RFQ was issued for approximately six weeks with a response deadline set for July 14, 2017. The RFQ was distributed through a number of organizations or websites that specialize in the distributions of RFQs for legal services.

The Interim General Manager then worked with a variety of stakeholders and interested parties to read the proposals and select the best proposals for interviews. The interim General Manager then worked with Board Chair, and Board Members to complete interviews with the top three respondents. Interviews took place on September 6, 2017, with the panel unanimously deciding that the County of Monterey would best serve the needs of the developing JPA in providing legal services.

AGREEMENT FOR PROFESSIONAL SERVICES

A resolution was approved by the GSA Board at the September 14, meeting directing the interim General Manager to negotiate an agreement with the County Counsel's Office of Monterey County. This negotiation has been completed and the agreement for services is attached.

The request in the Resolution is to authorize the Board Chair to execute an agreement with the County Counsel's Office of Monterey County.

A- Resolution

RESOLUTION NO. 2017 -

A RESOLUTION OF THE SALINAS VALLEY BASIN GROUNDWATER  
SUSTAINABILITY AGENCY  
AUTHORIZING AN AGREEMENT COUNTY COUNSEL'S OFFICE OF MONTEREY  
COUNTY FOR THE PROVISION OF LEGAL SERVICES

WHEREAS, the Salinas Valley Basin Groundwater Sustainability Agency ("Agency") was formed by a Joint Exercise of Powers Agreement ("JPA Agreement") effective December 22, 2017; and

WHEREAS, the Formation of the JPA requires that the services of legal counsel be secured to support the development of the Agency; and

WHEREAS, a Request for Qualifications was prepared and distributed to acquire the services of an organization to provide these legal services; and

WHEREAS, seven responses were received to the RFQ and a group of interested stakeholders was convened to evaluate the proposal and a panel of Board Members was convened to conduct interviews; and

WHEREAS, the panel unanimously agreed that interim staff should request that the board authorize staff to negotiate an agreement with the County Counsel's Office of Monterey County to provide legal services; and

WHEREAS, and agreement has been successfully negotiated with the County counsel's Office of Monterey County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency as follows:

Requests the Board Chair to execute an agreement for services with the County Counsel's Office of Monterey County for legal services.

PASSED AND ADOPTED on this 12th day of October, 2017, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

AGREEMENT FOR PROFESSIONAL SERVICES



---

Chairperson

ATTEST:

---

Ann Camel, Clerk of the Board

AGREEMENT FOR PROFESSIONAL SERVICES

between the

SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

and the

COUNTY COUNSEL'S OFFICE OF MONTEREY COUNTY

This Professional Services Agreement ("Agreement") is made and entered into by and between the Salinas Valley Basin Groundwater Sustainability Agency, a California Joint Powers Authority ("Agency") and the Office of the County Counsel, County of Monterey ("Attorney").

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

1. **SERVICES TO BE PROVIDED.** Agency hereby engages Attorney, and Attorney hereby agrees to perform the services described in Exhibit B in conformity with the terms of this Agreement. These services are generally described as the provision of as-needed legal services for the Agency.

The primary attorney providing services to the Agency shall be Chief Assistant County Counsel Leslie J. Girard. Mr. Girard's back-up shall be County Counsel Charles J. McKee. Litigation services will be under the general supervision of Senior Deputy County Counsel Susan K. Blich.

2. **PAYMENTS BY THE AGENCY.** The Agency shall pay Attorney in accordance with the payment provisions set forth in Exhibit A (Standard Provisions). Compensation shall be payable at an hourly rate as specified in Exhibit C.

3. **TERM OF AGREEMENT.** The term of this Agreement is from the effective date until terminated as provided herein.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement.

Exhibit A	Standard Provisions
Exhibit B	Scope of Services
Exhibit C	Current billing rate and cost of service

5. CONTRACT ADMINISTRATORS.

FOR AGENCY:

SVBGSA General Manager  
C/O Regional Government Services  
P.O. Box 1350  
Carmel Valley, CA 93924  
(\_\_\_\_) \_\_\_\_\_

FOR ATTORNEY:

Charles J. McKee, County Counsel  
Leslie J. Girard, Chief Asst. County Counsel  
Office of the County Counsel  
County of Monterey  
168 W. Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901  
(831) 755-5045

IN WITNESS WHEREOF, AGENCY and Attorney have executed this Agreement as of the last date opposite the respective signatures below.

SALINAS VALLEY BASIN  
GROUNDWATER SUSTAINABILITY  
AGENCY

OFFICE OF THE COUNTY COUNSEL  
COUNTY OF MONTEREY

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A  
STANDARD PROVISIONS

1. PERFORMANCE STANDARDS

Attorney warrants that Attorney and Attorney's employees performing services hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this agreement.

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

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

2. PAYMENT CONDITIONS

Attorney shall submit to the Agency's Contract Administrator an invoice on a form acceptable to the Agency. Such invoice shall be submitted monthly. The invoice shall set forth the amounts claimed by Attorney for the previous month, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the Agency may require. The Contract Administrator or designee shall certify the invoice, either in the requested amount or in such other amount as the Agency approved in conformity with this Agreement. A check shall be issued in the certified amount, within 30 days of receiving the invoice, to Attorney.

3. TERMINATION

3.01. During the term of this Agreement, either party may terminate the Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the Agency shall pay to Attorney all sums due for services rendered prior to the date of termination.

3.02. The AGENCY may cancel and terminate this Agreement for good cause effective immediately upon written notice to Attorney. "Good cause" includes but is not limited to the failure of Attorney to perform the required services at the time and in the manner provided herein. If the Agency terminates this Agreement for good cause, the Agency shall pay to Attorney all sums due for services rendered prior to the date of termination.

4. INDEMNIFICATION

Attorney shall indemnify, defend, and hold harmless the Agency and its officers, agents, and employees from and against the following:

(a) any and all claims, liabilities, and losses whatsoever (together with any expenses related thereto, including but not limited to damages, court costs, and attorneys' fees) occurring or resulting to any person, firm or corporation for damage, injury or death, to the extent that such claims, liabilities, or losses arise out of, are alleged to arise of, or connected with the sole wrongful, willful, or negligent act or omission of Attorney, its officers, employees or agents in the performance of this Agreement.

5. INSURANCE

- 5.01. The Agency recognizes that Attorney is a constituent part of a public entity, the County of Monterey. The County maintains general liability coverage that will also provide coverage for professional negligence, with a self-insured retention of \$1.5 million per occurrence. Attorney shall inform the Agency of any changes in the insurance coverage.

6. RECORDS AND CONFIDENTIALITY

- 6.01. Agency Confidentiality. Attorney and its officers, employees and agents shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. Attorney shall not disclose any confidential records or other confidential information received from the Agency or prepared in connection with the performance of this Agreement, unless the Agency specifically permits Attorney to disclose such records or information. Attorney shall promptly transmit to the Agency any and all requests for disclosure of any such confidential records or information. Attorney shall not use any confidential information gained by Attorney in the performance of this Agreement except for the sole purpose of carrying out Attorney's obligations under this Agreement.
- 6.02. Agency Records. When this Agreement expires or terminates, Attorney shall return to the Agency any records which Attorney utilized or received from the Agency to perform services under this Agreement.
- 6.03. Maintenance of Records. Attorney shall prepare, maintain, and preserve all reports and records that may be required by federal, state, county and Agency rules and regulations related to services performed under this Agreement. Attorney shall maintain such records for a period of at least three-years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then Attorney shall retain said records until such action is resolved.
- 6.04. Access to and Audit of Records. The Agency shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the Attorney related to services provided under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involved the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the Agency or as part of any audit of the Agency, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

7. INDEPENDENT CONTRACTOR

In the performance of work, duties, and obligations under this agreement, Attorney is at all times acting and performing as an independent contractor and not as an employee of the Agency. No offer or obligation on permanent employment with the Agency is intended in any manner, and Attorney shall not become entitled by virtue of this Agreement to receive from the Agency any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Attorney shall be solely liable for and obligated to pay directly all applicable taxes, including but not limited to federal and state income taxes and social security, arising out of Attorney's performance of this Agreement. In connection therewith, Attorney shall defend, indemnify, and hold the Agency harmless from any and all liability which the Agency may incur because of Attorney's failure to pay such taxes.

10. NOTICES

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the Agency's and Attorney's Contract Administrators at the addresses listed at page 2 of this Agreement.

11. GENERAL PROVISIONS

- 11.01. Conflict of Interest. Except as specifically set forth in and subject to the remaining provisions of this Section 11.01, Attorney represents that none of the attorneys providing services under this Agreement presently have a financial interest, and shall not acquire any financial interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement. Mr. Girard shall not act as attorney for the Agency in any matter in which the California American Water Company is an applicant, or the specific subject of an Agency action or discussion. In such cases, Mr. McKee will advise the Agency.

The Agency acknowledges that Attorney represents other clients, including, but not limited to, the County of Monterey, LAFCO of Monterey County, the Transportation Agency of Monterey County, the Water Resources Agency of Monterey County, and the Monterey Bay Unified Pollution Control Agency, which representation may, from time-to-time, present a conflict of interest with the representation of the Agency. Attorney shall promptly inform the Agency of any situation giving rise to a conflict of interest in the representation of the Agency, and the parties shall confer in good faith regarding a potential waiver of any conflict. Should any conflict not be waived, the Agency shall seek legal services from a different attorney of its choice regarding that matter.

- 11.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- 11.03. Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 11.04. The term "Attorney" as used in this Agreement includes Attorney's officers, agents, and employees acting on Attorney's behalf in the performance of this Agreement.
- 11.05. Assignment and Subcontracting. Attorney shall not assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the Agency. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the AGENCY. Notwithstanding any such subcontract, Attorney shall continue to be liable for the performance of all requirements of this Agreement.
- 11.06. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 11.07. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 11.08. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 11.09. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 11.10. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 11.11. Non-exclusive Agreement. This Agreement is non-Exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.
- 11.12. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are

to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.

- 11.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 11.14. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- 11.15. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements either written or oral, between the parties as of the effective date hereof.

END OF EXHIBIT A

## EXHIBIT B

### SCOPE OF SERVICES

- Serve as the Agency's general legal counsel on an as-needed basis, except where special counsel is required.
- Attend regular and special meetings of the Agency's Board of Directors and the Agency's committees.
- Attend in-person meetings with the Agency's officers and employees when requested, and maintain frequent telephone and e-mail contact.
- Provide general advice to the Agency's Board, Committees, Directors, officers, employees, and consultants/independent contractors as requested.
- Review monthly agenda items and assist in preparation of agenda documents as requested (staff reports, resolutions, administrative items, etc.)
- Review CEQA documents and assist in preparation of environmental documents as requested.
- Prepare legal opinions as necessary.
- Prepare and/or review contracts and indemnification agreements as requested.
- Prepare occasional reports and present information at public hearings as requested.
- Represent the Agency in litigation matters, unless the Agency retains special counsel for this purpose. Matters requiring litigation may require a separate agreement.

END OF EXHIBIT B



## EXHIBIT C

### MONTEREY COUNTY COUNSEL'S OFFICE CURRENT BILLING RATE AND COST OF SERVICE

Attorney proposes the following billing rates for the assigned attorneys:

- |  |          |
|--|----------|
| 1. County Counsel Charles J. McKee             | \$260/hr |
| 2. Chief Asst. County Counsel Leslie J. Girard | \$230/hr |
| 3. Snr. Dep. County Counsel Susan K. Blitch    | \$225/hr |

Rates for other attorneys assigned on an as-needed basis are proposed as follows:

- |                                     |          |
|-------------------------------------|----------|
| 4. Snr. Dep. County Counsels        | \$225/hr |
| 5. All other Deputy County Counsels | \$200/hr |

Rates are subject to adjustment on July 1 of each year. Agency will be notified by the preceding February if rates will be adjusted.

The services rendered to the Agency will generally fall into two categories: a) advisory/transactional; and b) litigation. Based on a blend of the hourly rates set forth above, Attorney will cap hourly billings for advisory/transactional work at \$60,000 per year for the first two years of this Agreement (a yearly cap, not a monthly cap, as expenses on a monthly basis may vary). The cap would be reviewed and adjusted by mutual consent following the first two years based upon experience.

There will be no cap on litigation related billings but Attorney will work closely with the Agency's general manager to minimize litigation related expenses.

Hourly rates include all charges for support staff labor, but do not include out-of-pocket expenses including, but not limited to, travel costs, food, lodging, copying costs, transcripts, mailing costs, and such other expenses and costs. Those costs will be detailed in billings to the Agency.

There will be no charge for regular travel time to and from Agency meetings that occur in Salinas, or at a location within one-half (1/2) hour of Attorney's office. Should travel on Agency business be required in excess of one-half (1/2) hour, travel time will be billed at one-half (1/2) the regular hourly rates.

Travel other than to and from Agency meetings must be authorized by the Agency Executive Director/General Manager. All travel expenses shall be reimbursed based upon federal Per Diem, Privately Owned Vehicle (POV) mileage reimbursement rates, and Meal and Incidental Expense (M&IE) Breakdown. Airfare will be reimbursed for coach/economy class only. Reasonable taxi or rental car expenses shall be reimbursed at actual cost.

END OF EXHIBIT C



# Salinas Valley Basin

---

## Groundwater Sustainability Agency

### **REPORT TO THE BOARD OF DIRECTORS**

**MEETING DATE:** October 12, 2017

**AGENDA ITEM:** 8

**SUBJECT:** Approval of Directors & Officers Liability Insurance Policy

**RECOMMENDATION:** Approve Insurance Policy

### **FISCAL IMPACT**

Insurance Premium of \$2,180 for a \$1 million policy is well within \$15,000 insurance budget. Staff also requested a quote for a \$2 million policy. The quote should be available in time for the Board meeting in case the Board would like to explore that option.

### **DISCUSSION & ANALYSIS**

Keenan & Associates, the insurance broker for Regional Government Services (“RGS”) marketed the coverage for Directors & Officers Liability Coverage. They received only two quotes. The other quote was 5 times more expensive. The policy selected is written by Continental Casualty Company (a CNA Company). CNA is, the 8<sup>th</sup> largest U.S. commercial property and casualty insurance company.

The policy provides \$1,000,000 coverage with a \$5,000 retention, which can be covered from the budget savings. Attached is a summary page of the proposal. No other policies were solicited since they do not apply at this time. In the future, there may be a need for additional insurance policies.

A secondary quote for a \$2 million policy has also been requested but was not ready in time for inclusion in this staff report. The quote should be available in time for the Board meeting in case the Board would like to explore that option.

### **BACKGROUND**

Section 11.3 of the Joint Exercise of Powers Agreement (“JPA Agreement”) forming the Salinas Valley Basin Groundwater Sustainability Agency (“Agency”) states as follows:

### **Section 11.3 – Insurance.**

The Agency shall procure appropriate policies of insurance providing coverage to the Agency and its Directors, officers and employees for general liability, errors and omissions, property, workers compensation, and any other coverage the Board deems appropriate. Such policies shall name the Members, their officers and employees as additional insureds.

No workers compensation was solicited since the Agency has no employees. All RGS employees are covered by RGS. Likewise, RGS covers all its employees for errors and omissions and property damage. Since the Agency has no property now, no property insurance was solicited.

### **ATTACHMENT(S)**

Keenan & Associates Proposal Summary Page

# PROPOSAL

## SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

### Directors and Officers Liability Proposal

**Presented By:**



**KYLE MCKIBBIN**

Account Executive

1111 Broadway, Suite 2000, Oakland, CA 94607

Phone: (510)986-6761 ext. 8122

E-mail: kmckibbin@keenana.com

## SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

### Directors and Officers Liability Proposal

<b>CARRIER</b>	Continental Casualty Company (a CNA company)
<b>CALIFORNIA STATUS</b>	Admitted
<b>AM BEST RATING</b>	A (Excellent); Financial Size Category XV (\$2B or greater)
<b>Policy Term</b>	TBD
<b>Limit</b>	\$1,000,000
<b>Retention</b>	\$5,000
<b>Premium</b>	<b>2,180</b>
Annual Premium	1,905
Intermediary Fee	275
<b>Commission</b>	
Keenan	11%
Intermediary	9%
<b>Continuity Date</b>	Inception
<b>Major Exclusions</b> <i>(see policy for complete listing)</i>	Insured versus insured Bodily injury Property damage Employment practices ERISA Profit or gain that the insured is not entitled to Dishonest, fraudulent or criminal acts Pollution Pending or prior litigation Professional services
<b>Subjectivities:</b>	Prior to binding coverage: <ul style="list-style-type: none"> <li>• CNA application, signed and dated by authorized representative</li> <li>• Year to date Financial Statements</li> </ul>

This proposal provides a summary of coverages. In the event of a conflict, the actual terms, conditions, limitations and exclusions of the policy shall prevail.

Please bind coverage with CNA effective: \_\_\_\_\_

\_\_\_\_\_  
 Signature/Title of Authorized Representative

\_\_\_\_\_  
 Date



# Salinas Valley Basin

---

## Groundwater Sustainability Agency

MEETING DATE: October 12, 2017

AGENDA ITEM: 9

SUBJECT: Ratification of Agreement with Kennedy/Jenks Consultants for Grant Writing for GSP Planning Services and Resolution Authorizing the Application for Grant Funding.

RECOMMENDATION: Adopt Resolution Ratifying an Agreement for GSP Planning Grant Writing (“Agreement”) with Kennedy/Jenks Consultants including a budget transfer, and a Resolution Authorizing the Application for Grant Funding.

### FISCAL IMPACT

Any grant funding the Agency can obtain to carry out its mission will reduce how much has to be ultimately funded from Member contributions or other financing sources. Other than the cost of the application process and staff time associated with this approval there are no other costs.

### DISCUSSION

November 13 is the deadline for submittal of Grant Applications for GSP Planning Grants. The GSA could potentially receive up to \$2 million in planning grants. Since the Agency does not have by-laws in place just yet, all contracts and agreements must be approved by the Board. Due to the short time-frame, the Agency had to contract with a grant writer as soon as possible, and could not wait until the October Board meeting. Staff discussed with legal counsel and RGS how best to proceed. It was decided to let the chair know about the need to enter into a contract for grant writing services before the next Board meeting and if approved move forward with the contract and then bring the contract to the full Board for ratification.

Because of the short-time frame between the release of the grant guidelines – September 2017 and the filing deadline, staff has been soliciting proposals from consultants qualified to prepare this type of grant. Staff has narrowed the choice to Kennedy/Jenks Consultants ([www.kennedyjenks.com](http://www.kennedyjenks.com)). Kennedy Jenks is well-qualified for this grant process based previous success with similar grants. Additionally, Kennedy/Jenks Consultants are well versed in sustainability grants and recently assisted the City of Salinas and Monterey One Water in obtaining a \$10 million grant for storm water recycling.

One condition of the grant application is that the GSA Board authorize, by resolution the preparation of the grant application. This is a consistent practice for all grant applications with the State of California.

## BACKGROUND

The California Department of Water Resources (DWR” has released the Final 2017 Proposal Solicitation Package (PSP) for Groundwater Sustainability Plans (GSPs) and Projects. DWR is administering the Sustainable Groundwater Planning Grant Program, using funds authorized by Proposition 1, to encourage sustainable management of groundwater resources that support Sustainable Groundwater Management Act (SGMA). The PSP is making a total of approximately \$86.3 million available, with at least \$10 million made available to projects that serve Severely Disadvantaged Communities (SDACs) and the remaining amount for planning, development, or preparation of GSPs. Eligible projects for this PSP must address [high and medium priority basins](#).

## ATTACHMENTS

- A- Resolution Ratifying Grant Writing Services Agreement and Approving Budget Transfer
- B- Resolution Authorizing Participation in the Application Process
- C- Agreement with Kennedy/Jenks Consultants



## RESOLUTION NO. 2017 -

### A RESOLUTION OF THE SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

#### RATIFYING GRANT WRITING SERVICES AGREEMENT WITH KENNEDY/JENKS CONSULTANTS AND APPROVING A BUDGET ADJUSTMENT FOR SUCH SERVICES

WHEREAS, the California Department of Water Resources (DWR" has released the Final 2017 Proposal Solicitation Package (PSP) for Groundwater Sustainability Plans (GSPs) and Projects; and

WHEREAS, DWR is making available approximately \$86.3 million in grant funds for this purpose with a filing deadline of November 13, 2017; and

WHEREAS, the Agency wishes to file submit a grant application within the deadline; and

WHEREAS, due to the limited time for submittal of a grant application staff needed to retain a grant writing firm to prepare the grant application as soon as possible; and

WHEREAS, there was not sufficient time to obtain Board approval for retention of a qualified firm and be able file a well-written grant application; and

WHEREAS, staff solicited grant writing proposals and selected Kennedy/Jenks Consultants as the most qualified consultants; and

WHEREAS, there is not sufficient funds in the grant writing portion of the budget; and

WHEREAS, the Interim General Manager has executed an agreement with Kennedy/Jenks Consultants for Grant Writing and GSP Planning services;

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency, as follows:

1. The attached Agreement for GSP Planning Grant Writing services with Kennedy/Jenks Consultants, executed by the Interim General Manager, is hereby ratified.

2. A transfer in the amount of \$22,000 from the Ground Water Sustainability Plan Services account to the Grant Writing account is hereby approved.
3. Regional Government Services and Legal Counsel are hereby authorized and directed to take such other and further actions as are necessary or appropriate to implement the intent and purposes of this resolution.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency at its regular meeting duly held on the 12th day of October 2017, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

---

Chairman

ATTEST:

---

Ann Camel, Clerk of the Board

RESOLUTION NO. 2017 -

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALINAS VALLEY BASIN  
GROUNDWATER SUSTAINABILITY AGENCY AUTHORIZING APPLICATION FOR A  
GRANT UNDER THE 2017 SUSTAINABLE GROUNDWATER PLANNING GRANT  
PROGRAM

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739, collectively known as the Sustainable Groundwater Management Act (SGMA), which amended the Water Code (Part 2.74 of Division 6 of the Water Code, Sections 10720-10737.8) and provides the framework for sustainable groundwater management planning and implementation; and

WHEREAS, SGMA went into effect on January 1, 2015; and

WHEREAS, SGMA requires local public agencies and Groundwater Sustainability Agencies (GSAs) to develop and implement Groundwater Sustainability Plans (GSPs) or alternatives to GSPs for designated high and medium priority groundwater basins and subbasins; and

WHEREAS, SGMA authorizes a combination of local agencies to form a GSA by entering into a joint powers agreement as authorized by the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code); and

WHEREAS, the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) is such a joint powers authority and formed effective December 22, 2016, for the purposes of being the GSA for the Salinas Valley Groundwater Basin within the County of Monterey, but not including the area within the jurisdictional boundaries of the Marina Coast Water District and the City of Greenfield, or the adjudicated Seaside sub-basin; and

WHEREAS, SGMA requires that a basin have an adopted GSP by no later than January 31, 2020, if a high or medium priority basin is designated as critically overdrafted, and no later than January 31, 2022, if a high or medium priority basin is not designated as critically overdrafted; and

WHEREAS, the Salinas Valley Basin managed by the SVBGSA encompasses sub-basins that are designated by the California Department of Water Resources (DWR) as medium-priority and high- priority, two of which are critically overdrafted sub-basins, and therefore are required to be managed by a GSP or coordinated GSPs by as early as January 31, 2020; and

WHEREAS, the SVBGSA is seeking funding to develop a GSP for the Salinas Valley Basin; and

WHEREAS, The Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) authorized \$100 million to be available for competitive grants for projects that develop and implement GSPs and projects in accordance with groundwater planning requirements established under Division 6 (commencing with Section 10000) (Water Code Section 79775); and

WHEREAS, DWR is administering the Sustainable Groundwater Planning Grant Program, using funds authorized by Proposition 1, to encourage sustainable management of groundwater resources that support SGMA; and

NOW THEREFORE, be it resolved by the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency as follows:

1. That application be made to the California Department of Water Resources to obtain a grant under the 2017 Sustainable Groundwater Planning Grant Program pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) (Water Code Section 79700 et seq.), and to enter into an agreement to receive a grant for the *Salinas Valley Basin Groundwater Sustainability Plan*.
2. The Board Chair, or Designee, of the Salinas Valley Basin Groundwater Sustainability Agency is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with California Department of Water Resources.

PASSED AND ADOPTED on this 12<sup>th</sup> day of October 2017, by the following vote, to-wit:

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency at its regular meeting duly held on the 12th day of October 2017, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

---

Chairman

ATTEST: \_\_\_\_\_

---

Ann Camel, Clerk of the Board

## AGREEMENT FOR SPECIALIZED CONSULTANT SERVICES

Between

THE SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

And

KENNEDY/JENKS CONSULTANTS

WHEREAS, the Salinas Valley Basin Groundwater Sustainability Agency (“Agency”) is a Groundwater Sustainability Agency (“GSA”) pursuant to the Sustainable Groundwater Management Act; and

WHEREAS, the State of California is making available to GSAs throughout the state grant funding for the purpose of Groundwater Sustainability Plan (“GSP”) development and planning; and

WHEREAS, the Agency desires to compete for such grant funding, and has a need for specialized grant writing services; and

WHEREAS, Kennedy/Jenks Consultants (“Consultant”) is qualified to perform such services; NOW, THEREFORE,

Agency and Consultant agree as follows:

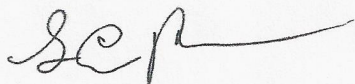
1. Agency hires Consultant to perform specialized consultant services as more particularly described and under the terms and conditions set forth in the Proposal for Professional Services dated September 15, 2017, attached hereto as Exhibit A, and the Standard Conditions attached hereto as Exhibit B, both of which are incorporated herein by reference. Consultant shall report to Agency’s General Manager in the performance of services hereunder.
2. The term of this Agreement is from October 4, 2017, until November 15, 2017, unless terminated earlier pursuant to Exhibit B.
3. The initial budget for the services shall be an amount not to exceed \$42,000.

Agreement for Specialized Consultant Services  
Kennedy/Jenks Consultants

4. All notices required pursuant to this Agreement shall be given to Agency and Consultant in writing, by first class mail, postage prepaid, or by e-mail transmission addressed as follows:

For Agency: General Manager Regional Government Services P.O. Box 1350 Carmel Valley, CA 93924 (831) 758-7390 e-mail: garyp@ci.salinas.ca.us	For Consultant: Meredith Clement Kennedy Jenks Consultants 2775 North Ventura Road, Ste. 100 Oxnard, CA 93036 ( 805) 973-5718 e-mail: MeredithClement@KennedyJenks.com
--	--

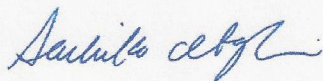
SALINAS VALLEY BASIN  
GROUNDWATER SUSTAINABILITY AGENCY



By \_\_\_\_\_  
Gary Petersen  
Interim General Manager

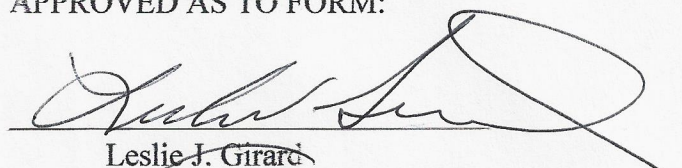
Dated: October 4, 2017

KENNEDY/JENKS CONSULTANTS



By \_\_\_\_\_  
Dated: October 4, 2017

APPROVED AS TO FORM:



Leslie J. Girard  
Interim Agency Counsel

## Kennedy/Jenks Consultants

### Engineers & Scientists

2775 North Ventura Road, Suite 100  
Oxnard, California 93036  
805-973-5700  
FAX: 805-973-1440

15 September 2017

Mr. Gary Petersen  
Director of Public Works  
City of Salinas  
City Hall  
200 Lincoln Avenue  
Salinas, CA 93901

**Subject: Proposal for Professional Services to Support the Salinas Valley Groundwater Sustainability Agency in Preparation of a Grant Application to the Department of Water Resources Groundwater Sustainability Program**

Dear Mr. Petersen:

The City of Salinas has been working collaboratively with Salinas Valley stakeholders to develop a collaborative plan for sustainable groundwater in the Salinas Valley Groundwater Basin. The Salinas Valley Basin Groundwater Sustainability Agency (GSA) is a Joint Powers Authority formed in December 2016. We understand that although you are with the City of Salinas (City), you represent the GSA for this effort. A Notice of Intent was submitted in April 2017 to be a GSA for the seven sub-basins of the Salinas Valley Basin, which exclude the adjudicated Seaside sub-basin. The sub-basins range from medium to high priority and include two critically overdrafted sub-basins. In accordance with the 2014 Sustainable Groundwater Management Act (SGMA), a Groundwater Sustainability Plan (GSP) is required to be adopted by January 31, 2020 for the Salinas Valley Basin.

The Salinas Valley Basin GSA and stakeholders are seeking funding to further their efforts to develop a GSP for the Salinas Valley Basin and would like to apply to the 2017 Sustainable Groundwater Planning (2017 SGWP) Grant Program.

Kennedy/Jenks has extensive experience in water resources planning, as well as grant applications and brings key team members with proven success in developing and implementing Integrated Regional Water Management (IRWM) Plans, groundwater management projects and programs, developing and implementing regional stakeholder outreach programs and developing regional funding strategies with outstanding success rates. Kennedy Jenks' team maintains a solid understanding of State water policy, including SGMA, and has established working relationships with the state agencies responsible for resource policy and funding programs.



Mr. Gary Petersen  
City of Salinas  
15 September 2017  
Page 2

For the proposed work, Meredith Clement will serve as the Project Manager with over a decade of experience in grant funding and water resources planning. Eddy Teasdale, PG, CHG will serve as technical advisor in the area of hydrogeology and provide assistance as needed for effective work plan development.

This letter proposal is organized to:

1. Introduce our project team and qualifications
2. Present our scope of work and schedule
3. Present the estimated budget and effort to complete the work

### ***Project Team and Qualifications***

Founded in 1919 in San Francisco, Kennedy/Jenks is an award-winning, full-service, multidiscipline engineering and environmental sciences consulting firm that has earned a reputation for excellence and innovation in water planning, groundwater management and infrastructure design. We continue to provide excellent service to public agencies with combined resources of over 180 staff in our Sacramento, San Francisco, Santa Rosa and Santa Clara offices, and over 450 staff company-wide.

***Selecting the  
Kennedy/Jenks Team will  
give you the confidence  
that the Proposition 1 GSP  
Grant application will be  
as competitive as possible.***

Preparing a successful grant application requires several specific areas of expertise, including: local knowledge, technical skill sets, and familiarity with the grant application process. Kennedy/Jenks is familiar with Salinas Valley water issues related to local groundwater management, water quality concerns and regional water management issues. We offer a wide range of in-house capabilities with specialized expertise planning, designing and implementing groundwater management and monitoring activities, as well as extraction and treatment facilities. Our team offers peace

of mind in knowing that your Proposition 1 Groundwater GSP Grant application will be focused on items that will provide a Project that meets and exceeds the current PSP guidance and scoring criteria developed by the California Department of Water Resources (DWR). A summary of team qualifications follows.

Mr. Gary Petersen  
City of Salinas  
15 September 2017  
Page 3

Table 1. Project Team

Role Staff Member	Qualifications/Responsibilities
<b><u>Project Manager</u></b> Meredith Clement	<p><b>Qualifications:</b> Meredith has over 18 years of experience in water planning projects. Meredith leads our Funding Specialist Group and has helped our clients secure over \$142 million in grants from DWR, the SWRCB, DDW and the Bureau of Reclamation, and \$48 million in loans for our clients in California.</p> <p><b>Responsibilities:</b> Project Manager and lead for grant strategy and requirements.</p>
<b><u>Technical Advisor - Groundwater</u></b> Eddy Teasdale, PG, CHG	<p><b>Qualifications:</b> Eddy has over 18 years of experience working on geological and hydrogeological investigations, and has been involved with design, installation, rehabilitation or abandonment of over 300 water wells in California. He has conducted numerous well evaluation/reconstruction projects for municipalities, private water companies, mines and industry to improve the pumped water quality through structural or operational modification of the well.</p> <p><b>Responsibilities:</b> Technical support for grant related to hydrogeology, groundwater monitoring as well as well design and construction.</p>
<b><u>Grant Writing and Technical Support</u></b> Catrina Paez	<p><b>Qualifications:</b> Catrina is a Water Resource Specialist with over 8 years of experience in water resource-related research and planning, including IRWM Plans, Urban Water Management Plans, water supply assessments, and other planning documents. Catrina has also contributed to numerous successful grant applications, including for Proposition 84 Implementation and Planning grants, Proposition 1 Stormwater Grant Program, and USBR WaterSmart grants totaling close to \$90 million in authorized grant funding.</p> <p><b>Responsibilities:</b> Funding application support.</p>
<b><u>Quality Control</u></b> Sachi Itagaki, PE.	<p><b>Qualifications:</b> Sachi has over 25 years of water resources and civil engineering experience, including preparing funding applications and conducting financial analysis as it relates to water resource planning and management programs.</p> <p><b>Her grant applications have resulted in over \$90 million of funding for clients</b> and she has prepared numerous water supply, groundwater, and recycled water facilities planning and construction grants.</p> <p><b>Responsibilities:</b> Internal review of project deliverables for quality assurance and control.</p>

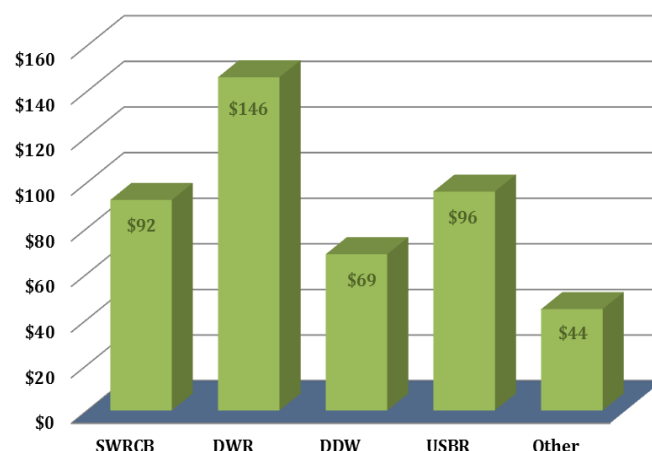
Mr. Gary Petersen  
City of Salinas  
15 September 2017  
Page 4

## ***Funding Qualifications***

Kennedy/Jenks has unparalleled success in obtaining funding for our clients. As shown in the adjacent bar chart, we access funding from a wide range of state and federal funding sources and have obtained over \$450 million in planning and implementation funding for our clients. Relevant examples related to funding for planning studies include:

### **Planning Grant Funding for:**

- Yolo County Flood Control and Water Conservation District, Proposition 1 Stormwater Resource Plan grant
- South Tahoe PUD for the Tahoe-Sierra IRWM
- Mariposa County Resource Conservation District for the Yosemite-Mariposa IRWM
- Western Municipal Water District (WMWD) for the WMWD IRWM
- Tuolumne Utilities District for the Tuolumne-Stanislaus IRWM
- Watersheds Coalition of Ventura County IRWM



**Figure 1. Kennedy/Jenks' Proven Grant**

### **Groundwater Management and Facility Funding for:**

- Scotts Valley Water District
- Stockton East Water District
- City of Simi Valley
- Elsinore Valley Municipal Water District
- Castaic Lake Water Agency
- Camrosa Water District
- Newhall County Water Agency

In addition to the planning grant applications listed above, we have obtained over \$80 million in Proposition 84 implementation grants for Watersheds Coalition of Ventura County, the Upper Santa Clara River Watershed, Westside and Mojave IRWM regions and Proposition 1 Storm Water Grants, many of which funded groundwater, recycled water, and storm water related projects. Specific groundwater grants include a Local Resource Grant for the Tapo Canyon Groundwater Treatment Plant (City of Simi Valley), Local Groundwater Assistance grants through DWR, and a Proposition 13 grant for the Demonstration Scale Groundwater Recharge (Stockton East Water District). Kennedy/Jenks also provides grant administration services for several clients. More detailed descriptions of any of the funding projects identified above can be provided upon request.

Mr. Gary Petersen  
City of Salinas  
15 September 2017  
Page 5

## ***Scope of Work***

The Kennedy/Jenks approach to preparing an application to the 2017 SGWP Grant Program is based on our experience with highly successful grant applications and includes developing the workplan, budget and schedule simultaneously as this is important to maximizing an application score. Our approach also includes conducting a workshop with GSA members after some initial data review and preparation of a GSP outline in order to incorporate the knowledge and input of those most familiar with the Salinas Valley Basin to fully develop the Workplan and project justification. This approach is detailed in the scope of work below.

The tasks outlined below are based on the California Department of Water Resources (DWR) September 2017 Final Proposal Solicitation Package (PSP) for Groundwater Sustainability Plans and Projects. The grant application period is from September 11, 2017 to November 10, 2017.

## ***Data Needed***

In order to prepare a competitive grant application, the following general information will need to be provided by the Salinas Valley GSA:

- Budget for each specific action in the draft work plan;
- Confirmation of the sources of local funding (CIP funds, other grants?);
- GIS files/data for Salinas Valley Basin and sub-basin boundaries, service areas of the agencies participating in the Groundwater Management Agency;
- Adopted Board Resolution that authorizes submittal of the 2017 SGWP grant application (Kennedy/Jenks will provide a draft, but staff will need to get the resolution on the Board calendar)
- Water Meter Self-Certification Forms (only needed for GSA participants that are water retailers)
- Signed copy of the resolution forming the Salinas Valley GSA

In addition to the above, the GSA project manager will need to establish an account within DWR's Grants Review and Tracking System and give Kennedy/Jenks access to the account.

Mr. Gary Petersen  
City of Salinas  
15 September 2017  
Page 6

## **Task 1 – Grant Application**

The following provides the tasks necessary to complete the GSP Grant application.

### **1.1 *GRanTS Form***

Kennedy/Jenks will complete the on-line information tabs on DWR's Grant Review and Tracking System (GRanTS). The GRanTS questionnaire requires information regarding the Applicant (Salinas Valley GSA), the Proposal name, objective, and budget, all project names included in the Proposal, start/end dates for each project and response to eight narrative questions regarding the project, proposal, and overall eligibility. In addition, information specific to each project such as budget, geographic and legislative information is required. A draft of the questionnaire will be provided to the GSA project manager for review and comments will be incorporated before preparing the final draft.

### **1.2 *Attachment 1 – Authorization***

Kennedy/Jenks will assist in preparation and/or assembly of the authorization documentation for this attachment. The GSA project manager will need to provide an adopted resolution designating an authorized representative to submit the application and execute an agreement with the State for the 2017 SGWP grant. Kennedy/Jenks will prepare a draft resolution for use by the GSA project manager. Once the Resolution is adopted, Kennedy/Jenks will upload it to the GRanTs system.

### **1.3 *Attachment 2 – Eligibility***

Kennedy/Jenks will prepare a draft of Attachment 2 denoting eligibility of the GSA as the applicant as well as the eligibility of other GSA participants to receive and or/benefit from grant funding, specifically related to the following:

- California Statewide Groundwater Elevation Monitoring (CASGEM) compliance
- Urban Water Management Act compliance (as applicable);
- meeting agricultural water management compliance (as applicable);
- meeting surface water diverter compliance (as applicable)

As part of preparing Attachment 2, Kennedy/Jenks will provide self-certification forms for Water Meter Compliance (CWC §525 et seq.) which must be completed by any water supplier that may benefit if the grant application is funded.

A draft of Attachment 2 will be provided to the GSA project manager for review, and comments will be incorporated into the draft final application.

Mr. Gary Petersen  
City of Salinas  
15 September 2017  
Page 7

#### **1.4 Attachment 3 – Project Justification**

It is assumed the GSA project manager will provide Kennedy/Jenks a general project description with background on the needs for sustainable groundwater management in the Basin, financial need of the Grant and information on cooperative efforts to date.

Within Attachment 3 it is necessary to describe the project(s) contained in the Proposal, document what portion of the basin is covered by the proposal, justify why any excluded areas are not covered by the Proposal, and provide maps for each project and maps for Disadvantaged Communities and Economically Distressed Areas. Further, within Attachment 3 there must be a description of how each project and the overall proposal address a current need of the basin. Finally, this section must describe the financial need related to completing each project and the overall proposal.

As part of this attachment it will be necessary to submit:

- Relevant legal agreements between agencies within the basin that describe the governance of the basin and relevant roles and responsibilities of parties subject to the legal agreement.
- Descriptions/documentation of any communication with Groundwater Sustainability Agencies in neighboring basins regarding groundwater sustainability planning and GWMP development.
- Describe and provide documentation of any communication with users of groundwater in the basin that may potentially be affected by implementation of the project, including, but not limited to disadvantaged communities and other stakeholders.

It is assumed the GSA project manager will provide documentation of relevant legal agreements, communication with neighboring Groundwater Sustainability Agencies, and other communication with Basin users.

#### **1.5 Attachment 4 – Work Plan**

Kennedy/Jenks will prepare a GSP preparation workplan for inclusion in the GSP grant application. For this purpose, Kennedy/Jenks will conduct data review and a targeted workshop.

Kennedy/Jenks will review available technical information and evaluate the information gaps that will need to be filled for the preparation of the GSP. Once the technical information is reviewed, Kennedy/Jenks will hold a teleconference with a GSA representative to: (1) confirm data gaps, (2) identify the major issues and concerns of the GSA, and (3) confirm the likely coordination (meetings/white papers) that will be used to develop sustainability objectives.

A draft of Attachment 4 will be circulated to the GSA project manager for review and comments will be incorporated before preparing the final draft. It is assumed that a single set of comments

Mr. Gary Petersen  
City of Salinas  
15 September 2017  
Page 8

will be provided electronically by the GSA project manager for incorporation in to the final Work Plan Budget.

### **1.6 Attachment 5 – Budget**

Based on activities outlined in Attachment 4 – Work Plan, Kennedy/Jenks will provide a budget outline to be filled in by the GSA project manager. The Budget will include the estimated labor to prepare the GSP and will account for the match information as provided by the GSA members.

Kennedy/Jenks will review budget information provided by the GSA project manager for consistency with Attachment 4 - Work Plan, and Attachment 6 - Schedule. Using information provided, Kennedy/Jenks will prepare the budget section to comply with the format found in the PSP Table 4 – Project Budget as well as a proposal budget consistent with the PSP Table 5. A draft of Attachment 5 will be provided to the GSA project manager for review and comments will be incorporated before preparing the final draft. It is assumed that a single set of comments will be provided electronically by the GSA project manager for incorporation in to the final Budget.

### **1.7 Attachment 6 – Schedule**

Based on activities outlined in Attachment 4 – Work Plan, Kennedy/Jenks will prepare Proposal schedule using Microsoft Project or Microsoft Timeline. The schedule will show the sequence and timing of implementation of each project and the overall Proposal. The schedule will be consistent with the Work Plan. A narrative will accompany the schedule describing why the schedule is realistic, reasonable, and accomplishable. A draft of Attachment 6 will be provided to the GSA project manager for review and comments will be incorporated before preparing the final draft. It is assumed that a single set of comments will be provided electronically by the GSA project manager for incorporation in to the final Schedule.

### **1.8 Attachment 7 – Disadvantaged Community**

Attachment 7 is optional and is required only if the proposal includes a project that specifically addresses a need of a Disadvantaged Community (DAC). The GSA project manager shall provide information on the presence of DACs within the Basin and sub-basins. Kennedy/Jenks will compare information with GIS files made available from DWR's DAC mapping tool to make a final DAC determination. Based on the information provided by the GSA project manager, a draft of Attachment 7 will be provided to the GSA project manager for review and comments will be incorporated before preparing the final draft.



Mr. Gary Petersen  
City of Salinas  
15 September 2017  
Page 9

### **1.9 Attachment 8 – Economically Distressed Area**

Attachment 8 is optional and is required only if the proposal includes a project that specifically addresses a need of an Economically Distressed Area (EDA). The GSA project manager shall provide information on the presence of EDAs within the Basin and sub-basins, as available. Kennedy/Jenks will compare this information with GIS files made available from DWR's EDA mapping tool to make a final EDA determination. Based on the information provided by the GSA project manager, a draft of Attachment 8 will be provided to the GSA project manager for review and comments will be incorporated before preparing the final draft.

### **1.10 Attachment 9 – Severely Disadvantaged Community Assistance**

Attachment 9 is optional and is required only if the proposal includes a project that specifically addresses a need of a Severely Disadvantaged Community (SDAC). The GSA project manager shall provide information on the presence of SDACs within the Basin and sub-basins, as available. Kennedy/Jenks will compare this information with GIS files made available from DWR's DAC/SDAC mapping tool to make a final SDAC determination. Based on the information provided by the GSA project manager, a draft of Attachment 9 will be provided to the GSA project manager for review and comments will be incorporated before preparing the final draft.

### **1.11 Compile Completed Grant Application, Final Review, Submittal**

After revising draft materials based on GSA input, Kennedy/Jenks will compile a complete final draft for review and QA/QC by a Kennedy/Jenks staff person familiar with grants but who has not been involved in the preparation of the draft application. Following this internal review, Kennedy/Jenks will submit the revised and compiled grant application to the GSA. Following the GSA's acceptance of the final files, the completed grant application will be uploaded to the DWR grant website.

An electronic copy of the final application, including confirmation of upload, will be provided to the GSA.

### **1.12 As-needed Services as Authorized by GSA Project Manager**

This task is for unanticipated effort beyond that which is estimated including additional support for the preparation of Attachment 3: Project Justification, Attachments 7,8 and 9 related to DAC/EDA/SDAC or for development of other information that is not readily available but critical for a competitive grant application. A budget of 32 hours is provided for this task.



Mr. Gary Petersen  
 City of Salinas  
 15 September 2017  
 Page 10

## Task 2 – Develop Graphics to Support the Application

Kennedy/Jenks will work with the GSA project manager to develop the graphics to support the grant application. Graphics are expected to include:

- A regional map depicting the basin boundaries of the Salinas Valley Basin with an inset showing the basic location within California
- A map showing the service areas of the entities participating in the GWMP and neighboring Groundwater Sustainability Agencies/managed groundwater basins
- Locations of proposed facilities and proposed study areas for projects to be undertaken in support of the GWMP, if applicable
- A map depicting Disadvantaged Community Areas (as defined by DWR)
- A map depicting Economically Distressed Areas (as defined by DWR)
- A map depicting Severely Disadvantaged Community Areas (as defined by DWR)

Maps will include readily available information from DWR or the GSA.

## Task 3 – Project Management

Kennedy/Jenks will provide project management and facilitate communication to obtain GSA input during the grant application preparation process. Other project management functions include coordination of Kennedy/Jenks staff, internal project setup, set up of document repository, review of project status reports, and preparation of monthly billings.

This task includes one kickoff teleconference at the beginning of the grant application preparation process.

## Schedule

Item	Timeframe
Notice to Proceed	September 29, 2017
Kickoff Teleconference	October 6, 2017
Kennedy/Jenks provides draft grant resolution, water-metering self-certification forms	October 6, 2017
GSA Gathers Data	October 6–October 13, 2017
Task 1.3 Attachment 2 - Eligibility	September 29–October 20, 2017
Task 1.4 Attachment 3 - Project Justification	September 29–October 20, 2017
Work Plan Teleconference	October 16, 2017

Mr. Gary Petersen  
City of Salinas  
15 September 2017  
Page 11

<b>Item</b>	<b>Timeframe</b>
Task 1.5 Attachment 4 - Work Plan	October 6–October 27, 2017
Task 1.6 Attachment 5 - Budget	October 6–October 27, 2017
Task 1.7 Attachment 6 – Schedule	October 6–October 27, 2017
Task 1.8, 1.9, 1.10 – DAC, EDA, SDAC	September 29–October 20, 2017
Task 1.1 GRanTS Form	September 29–October 20, 2017
Task 1.2 Attachment 1 – Authorization	September 29–October 20, 2017
GSA Review of Draft Application (Attachments 1, 2, 3, 7, 8, 9)	October 20–27, 2017
GSA Review of Draft Application (Attachments 4 – 6)	October 27–November 3, 2017
Preparation of Final Draft Application	October 27–November 6, 2017
Internal Review of Final Draft Application	November 6, 2017
GSA Final Review	November 7, 2017
Final Application, Submittal to DWR	November 8, 2017

## **Budget**

Kennedy/Jenks proposes to provide the scope of services on a time and materials basis for an estimated fee of \$35,040 plus an as-needed services budget of \$6,510 for a total budget of \$41,550. Please see the attached fee breakdown for details along with our January 1, 2017 schedule of charges.

## **Project Team**

Meredith Clement will serve as the Project Manager with support from Catrina Paez and Mario Osorio. Eddy Teasdale will serve as hydrogeologist. Sachi Itagaki will serve as Technical Advisor and will perform Quality Assurance/Quality Control review.

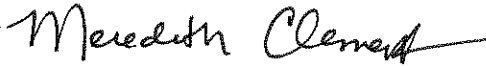
**Kennedy/Jenks Consultants**

Mr. Gary Petersen  
City of Salinas  
15 September 2017  
Page 12

Please contact Meredith Clement at (805) 973-5718 if you have any questions. We appreciate the opportunity to support the Salinas Valley GSA on this important project and look forward to successfully securing the grant funds for the Salinas Valley GSP.

Very truly yours,

KENNEDY/JENKS CONSULTANTS, INC.



for/Dennis Sanchez, P.E.  
Vice President

Enclosure(s)

cc: Meredith Clement, KJ

**Client/Address:** Salinas Valley Basin Groundwater Sustainability  
200 Lincoln Avenue  
Salinas, CA 93901

**Contract/Proposal Date:** September 13, 2017

## Schedule of Charges

January 1, 2017

### PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1 .....	\$130
Engineer-Scientist-Specialist 2 .....	\$155
Engineer-Scientist-Specialist 3 .....	\$170
Engineer-Scientist-Specialist 4 .....	\$185
Engineer-Scientist-Specialist 5 .....	\$200
Engineer-Scientist-Specialist 6 .....	\$225
Engineer-Scientist-Specialist 7 .....	\$250
Engineer-Scientist-Specialist 8 .....	\$270
Engineer-Scientist-Specialist 9 .....	\$290
CAD-Technician .....	\$105
Senior CAD-Technician .....	\$120
CAD-Designer .....	\$145
Senior CAD-Designer .....	\$160
Project Administrator .....	\$120
Administrative Assistant .....	\$100
Aide.....	\$75

In addition to the above Hourly Rates, an Associated Project Cost charge of \$9.74 per hour will be added to Personnel Compensation for costs supporting projects including telecommunications, software, information technology, internal photocopying, shipping, and other support activity costs related to the support of projects

### Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- Consultants, soils engineers, surveyors, contractors, and other outside services.
- Rented vehicles, local public transportation and taxis, travel and subsistence.
- Project specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2017 through December 31, 2017. After December 31, 2017, invoices will reflect the Schedule of Charges currently in effect.

Proposal Fee Estimate

Kennedy/Jenks Consultants

CLIENT Name: City of Salinas  
 PROJECT Description: 2017 SGWP Grant Application for Salinas Valley Basin  
 Proposal/Job Number: \_\_\_\_\_ Date: 9/12/2017

January 1, 2017 Rates	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2	Project Administrator	Admin. Assist.	Total	KJ Labor	KJ ODCs	KJ ODCs Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
Classification:																
Hourly Rate:	\$250	\$225	\$200	\$185	\$170	\$155	\$120	\$95	Hours	Fees	Fees	10%				Fees
<b>Task 1. Grant Application</b>																
1.1 Grants Form	1			4					5	\$990		\$0	\$990	\$0	\$0	\$990
1.2 Attachment 1 Authorization				2					2	\$370		\$0	\$370	\$0	\$0	\$370
1.3 Attachment 2 Eligibility	2			4					6	\$1,240		\$0	\$1,240	\$0	\$0	\$1,240
1.4 Attachment 3 Project Justification	6		3	10					19	\$3,950		\$0	\$3,950	\$0	\$0	\$3,950
1.5 Attachment 4 Work Plan	16	23		22					61	\$13,245		\$0	\$13,245	\$0	\$0	\$13,245
1.6 Attachment 5 Budget	2	4		5					11	\$2,325		\$0	\$2,325	\$0	\$0	\$2,325
1.7 Attachment 6 Schedule	1	4		5					10	\$2,075		\$0	\$2,075	\$0	\$0	\$2,075
1.8 Attachment 7 DAC			1	3					4	\$755		\$0	\$755	\$0	\$0	\$755
1.9 Attachment 8 EDA			1	3					4	\$755		\$0	\$755	\$0	\$0	\$755
1.10 Attachment 9 SDAC			1	3					4	\$755		\$0	\$755	\$0	\$0	\$755
1.11 Compile Application, Final Review, Submittal	6	1		6					13	\$2,835		\$0	\$2,835	\$0	\$0	\$2,835
1.12 As Needed Services as authorized by GSA project manager									0	\$0		\$0	\$0	\$0	\$0	\$0
<b>Task 1 - Subtotal</b>	34	32	6	67	0	0	0	0	139	\$29,295	\$0	\$0	\$29,295	\$0	\$0	\$29,295
<b>Task 2. Develop Graphics to Support the Application</b>																
2 Develop Graphics to Support the Application	1		8	2					11	\$2,220		\$0	\$2,220	\$0	\$0	\$2,220
<b>Task 2 - Subtotal</b>	1	0	8	2	0	0	0	0	11	\$2,220	\$0	\$0	\$2,220	\$0	\$0	\$2,220
<b>Task 3. Project Management</b>																
Project Management	10			4				3	17	\$3,525		\$0	\$3,525	\$0	\$0	\$3,525
<b>Task 3 - Subtotal</b>	10	0	0	4	0	0	0	3	17	\$3,525	\$0	\$0	\$3,525	\$0	\$0	\$3,525
<b>Subtotal Tasks 1-3</b>	45	32	14	73	0	0	0	3	167	\$35,040	\$0	\$0	\$35,040	\$0	\$0	\$35,040
<b>As-Needed</b>																
1.12 As Needed Services as authorized by GSA project manager	6	2	8	16					32	\$6,510		\$0	\$6,510	\$0	\$0	\$6,510
<b>Phase 4 - Subtotal</b>	6	2	8	16	0	0	0	0	32	\$6,510	\$0	\$0	\$6,510	\$0	\$0	\$6,510
<b>All Phases Total</b>	51	34	22	89	0	0	0	3	199	\$41,550	\$0	\$0	\$41,550	\$0	\$0	\$41,550

**Client:** Salinas Valley Basin Groundwater Sustainability Agency

**Contract/Proposal Date:** October 4, 2017

## Standard Conditions

**January 1, 2017**

CLIENT and KENNEDY/JENKS CONSULTANTS, INC. ("CONSULTANT") agree that the following provisions shall be a part of their agreement.

1. **TERMS OF PAYMENT.** CLIENT will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONSULTANT within thirty (30) days of the date of such invoice.
2. **EFFECT OF INVOICE.** The work performed shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective, and the invoice amount(s) in dispute. CLIENT shall pay undisputed amounts as provided for in the preceding paragraph.
3. **INTEREST; SUSPENSION OF WORK.** Failure of CLIENT to make full payment of an invoice so that it is received by CONSULTANT within said thirty (30) days of the date thereof subjects the amount overdue to a delinquent account charge of one percent (1%) of the invoice amount per month, compounded monthly, but not to exceed the maximum rate permitted by law. Failure of CLIENT to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT's discretion.
4. **ADVANCE PAYMENT; WITHHOLDING OF WORK PRODUCT.** CONSULTANT reserves the right to require payment in advance for work it estimates will be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT's outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the scope of work. CONSULTANT is not obligated to provide services in excess of the authorized budget.
5. **STANDARD OF CARE.** CONSULTANT's services performed under this agreement will be performed in a manner consistent with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality. When the findings and recommendations of CONSULTANT are based on information supplied by CLIENT and others, such findings and recommendations are correct to the best of CONSULTANT's knowledge and belief. No warranty, express or implied, is made or intended by this agreement, or by the foregoing statement of the applicable standard of care, or by providing consulting services or by furnishing oral or written reports of findings made. No entity other than CLIENT or CONSULTANT shall be construed as a beneficiary to this Agreement.
6. **INSURANCE COVERAGE.** CONSULTANT is protected by Worker's Compensation insurance as required by applicable state laws and will maintain employer's liability coverage. During the performance of this agreement CONSULTANT will maintain professional liability insurance with a limit of \$1 million on a claims made, annual aggregate basis, and commercial general liability and automobile liability insurance each with a limit of not less than \$1 million on an occurrence basis.
7. **ALLOCATION OF RISK.** CLIENT and CONSULTANT have discussed the risks associated with this project and the extent to which those risks should be shared by CLIENT and by CONSULTANT, and have agreed: (a) To the fullest extent permitted by law, CLIENT agrees to limit the liability of CONSULTANT, its officers, employees, and subconsultants to CLIENT, all landowners, contractors, subcontractors, lenders, suppliers, manufacturers, third parties, and their employees such that the total aggregate liability, including all attorneys fees and costs shall not exceed \$50,000.00 or the total fees paid for CONSULTANT's services

on this project, whichever is greater. (b) All damages such as loss of use, profits, anticipated profits, and the like losses are consequential damages for which CONSULTANT is not liable. (c) CLIENT shall give written notice to CONSULTANT of any claim of negligent act, error or omission within one (1) year after the completion of the work performed by CONSULTANT. Failure to give notice herein required shall constitute a waiver of said claim by CLIENT.

8. **SERVICES DURING CONSTRUCTION.** Any construction inspection or testing provided by CONSULTANT is for the purpose of determining compliance by contractors with the functional provisions of project documents only. CLIENT agrees that CONSULTANT will have no inspection responsibilities at the jobsite except to the extent specifically provided for in the agreed upon scope of work. CONSULTANT shall not be held in any way to guarantee any contractor's work, nor to assume responsibility for means, methods or appliances used by any contractor nor to assume responsibility for a contractor's compliance with laws and regulations or for contractor's errors, omissions, or defective work. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours. CLIENT agrees to require in all construction contracts for the project, provisions that CLIENT and CONSULTANT shall be defended and indemnified by the contractor and its subcontractors and named additional insureds on contractor's and subcontractor's insurance. Any statements of estimated construction costs furnished by CONSULTANT are based on professional opinions and judgment, and CONSULTANT will not be responsible for fluctuations in construction costs.
9. **SERVICES BY CLIENT.** CLIENT will provide access to site of work, obtain all permits, provide all legal services in connection with the project, and provide environmental impact reports and energy assessments unless specifically included in the scope of work. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the scope of work. CLIENT shall designate to CONSULTANT the location of all subsurface utility lines and other subsurface man-made objects (in this agreement collectively called "buried utilities") within the boundaries of the jobsite. CONSULTANT will conduct at CLIENT's expense such additional research as in CONSULTANT's professional opinion is appropriate to attempt to verify the location of buried utilities at the jobsite, but CLIENT shall remain responsible for the accurate designation of their location and, shall indemnify, defend, and hold CONSULTANT harmless from any claims or loss arising from the failure to accurately locate buried utilities.
10. **COMPLIANCE WITH LAWS.** CLIENT and CONSULTANT shall each use reasonable care in its efforts to comply with laws, codes, ordinances and regulations in force at the time of the performance by each under this agreement, insofar as such laws are applicable to a party's performance. Unless otherwise provided for in the scope of work of this agreement or by law, the responsibility for making any disclosures or reports to any third party, for notifying all governmental authorities of the discovery of hazardous materials on the jobsite, and for taking corrective, remedial, or mitigative action shall be solely that of CLIENT. It is CONSULTANT's belief that the work is not subject to California Prevailing Wage Law, unless expressly identified as such within the scope of work. Should it be alleged or determined that some or all of the work is subject to California's Prevailing Wage Law, then CLIENT shall reimburse CONSULTANT for the additional costs associated with CONSULTANT complying with those laws.
11. **USE OF DOCUMENTS.** Drawings, reports, writings and other original documents (documents) furnished by CONSULTANT are for the exclusive use of CLIENT and CONSULTANT retains all intellectual property rights including copyrights. Documents are furnished to CLIENT upon CLIENT's specific agreement that it assumes all liability

## Standard Conditions (Page 2)

January 1, 2017

resulting from the further distribution of such documents, or any portion of them, and that CLIENT will indemnify CONSULTANT and hold it harmless against any claims associated with the unauthorized use of such documents. In no event will CLIENT or any person acting on its behalf edit, abridge, or modify any document prepared by CONSULTANT without CONSULTANT's express written consent.

12. **ELECTRONIC OR MAGNETIC DATA.** Documents provided by CONSULTANT in electronic or magnetic formats are provided under the following conditions unless detailed otherwise in the scope of work or by a written amendment. Documents are provided in CONSULTANT's standard software formats. CLIENT recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CLIENT'S software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CLIENT agrees to defend indemnify and hold CONSULTANT, its subconsultants, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONSULTANT be liable for any loss of use, profit or any other damage.
13. **TERMINATION.** This agreement may be terminated by either party by written notice should the other party fail substantially to perform its obligations under this agreement and continue such default after the expiration of a seven (7) day notice period. Either party may terminate this agreement without necessity of cause upon the expiration of a thirty (30) day notice period. If this agreement is terminated by CLIENT in the absence of default by CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred by it prior to its receipt of notice of termination from CLIENT, including reimbursement for direct expenses due, plus an additional amount, not to exceed ten percent (10%) of charges incurred to the termination notice date, to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but not limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.
14. **PRECEDENCE OF CONDITIONS.** Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail in the absence of CONSULTANT's express written agreement to the contrary.
15. **ASSIGNMENT: SUBCONTRACTING.** Neither CLIENT nor CONSULTANT shall assign any of its rights including a right to sue, or delegate its duties under this agreement without the written consent of the other.
16. **FORCE MAJEURE.** Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT's reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.
17. **MERGER: WAIVER: SURVIVAL.** This agreement constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral. One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision. Any provision hereof which is legally deemed void or unenforceable shall not void this entire agreement and all other provisions shall survive and be enforceable.
18. **APPLICABLE LAW.** This agreement shall be interpreted and enforced according to the laws of the State of California. In the case of invalidity or unenforceability of any provision or portion thereof, the provision shall be rewritten and enforced to the maximum extent permitted by law to accomplish as near as possible the intent of the original provision. Nothing herein shall be construed to provide for indemnification against damages arising from a party's gross negligence or willful misconduct.





# Salinas Valley Basin

---

## Groundwater Sustainability Agency

### **REPORT TO THE BOARD OF DIRECTORS**

**MEETING DATE:** October 12, 2017

**AGENDA ITEM:** 10

**SUBJECT:** Consider Appointment of Members to Ad-Hoc Committee to Attend Interagency GSP and Cooperation Agreement Meetings

**RECOMMENDATION:** Approve Appointments

### **FISCAL IMPACT**

None.

### **DISCUSSION & ANALYSIS**

The need for interagency meetings with other GSAs within and adjoining the Salinas Valley Basin to discuss Cooperation Agreements and GSP development is developing quickly. As such, staff is requesting the formation of an ad-hoc committee of 2 or 3 members to attend interagency GSP meetings.

At a recent GSA Managers meeting in Greenfield, those in attendance included representatives from the Marina Coast Water District, City of Greenfield and San Luis Obispo County as well as some of the Arroyo Seco GSA Board Members.

Curtis Weeks, Arroyo Seco General Manager, would like to schedule a meeting with some of his Board members and some of the SVBGSA Board. We are awaiting a formal request.

Marina Coast is considering a joint GSP with SVBGSA for a portion of the newly designated Monterey Sub-basin. They are also interested in talking about a cooperative agreement on the 180-400 aquifer.

San Luis Obispo is considering a cooperation agreement with the SVBGSA regarding the Paso Robles Sub-basin which would qualify both agencies for funding in that sub-basin. Both agencies would then work out a plan whereby the GSP would be in done in a manner that meets both agencies' needs.



The members of this ad-hoc committee will be attending more meetings than most other board members.

## **BACKGROUND**

Section 8.1 of the Joint Exercise of Powers Agreement (“JPA Agreement”) forming the Salinas Valley Basin Groundwater Sustainability Agency (“Agency”) states as follows:

### **Section 8.1 – Committees Of The Board.**

#### **a) Board Committees.**

The Board may from time-to-time establish one or more standing or ad hoc committees consisting of Directors to assist in carrying out the purposes and objects of the Agency, including but not limited to a Budget and Finance Committee, Planning Committee, and an Executive Committee. The Board shall determine the purpose and need for such committees. Meetings of standing committees shall be subject to the requirements of the Brown Act.

## **ATTACHMENT(S)**

None.



# Salinas Valley Basin

---

## Groundwater Sustainability Agency

### REPORT TO THE BOARD OF DIRECTORS

**MEETING DATE:** October 12, 2017

**AGENDA ITEM:** 12

**SUBJECT:** Tentative Future Agenda Items

Following a list of items tentatively scheduled for future meetings looking forward 6 months.

November	December	January	February	March	April
Educational Presentation	Educational Presentation	Educational Presentation	Educational Presentation	Educational Presentation	Educational Presentation
Adoption of By-laws				Receive FY 18-19 Budget	
Adoption of Conflict of Interest Code					Approve FY 2018-19 Budget
Components of a GSP					
Monthly Finance Report	Monthly Finance Report	Monthly Finance Report	Monthly Finance Report	Monthly Finance Report	
Approve Investment Policy					Approve Investment Policy
Approve Agency Logo, Letterhead, etc.	Status Report of RGS Tasks		Status Report of RGS Tasks		Status Report of RGS Tasks
Approve Grant Application					