



**City of Greenfield
Arroyo Seco
Groundwater Sustainability Agency**
599 El Camino Real
Greenfield, CA 93927

**Meeting Agenda
July 24, 2018
4:00 P.M.**

Your courtesy is requested to help our meeting run smoothly.

Please follow the following rules of conduct for public participation in the meetings:

- Refraining from public displays or outbursts such as unsolicited applause, comments or cheering.
- Any disruptive activities that substantially interfere with the ability of the Agency to carry out its meeting will not be permitted and offenders will be requested to leave the meeting.

PLEASE TURN OFF CELL PHONES AND PAGERS

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. PUBLIC COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA

This portion of the Agenda allows an individual the opportunity to address the Agency on any items not on closed session, consent calendar, public hearings, and agency business. Under state regulation, **no action can be taken on non-agenda items, including issues raised under this agenda item.** Members of the public should be aware of this when addressing the Agency regarding items not specifically referenced on the Agenda. **PLEASE NOTE:** For record keeping purposes and in the event that staff may need to contact you, we request that all speakers step up to the lectern and use the microphone, stating your name and address, which is strictly voluntary. This will then be public information. A three-minute time limit may be imposed on all speakers other than staff members.

**Meeting Agenda
July 24, 2018**

E. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and may be approved by one action of the Agency, unless a request for removal for discussion or explanation is received prior to the time Agency votes on the motion to adopt.

E-1. APPROVAL of the Minutes of the June 26, 2018 Meeting of the Arroyo Seco Groundwater Sustainability Agency

F. AGENCY BUSINESS

F-1. CONSIDER Approval of Agreement for Technical Support Services and Groundwater Sustainability Planning

- a. Staff Report
- b. Public Comments
- c. Agency Board - Comments / Review / Action

F-2. RECEIVE Arroyo Seco Groundwater Sustainability Agency General Manager's Status Report

- a. Oral Report
- b. Public Comments
- c. Agency Board - Comments / Review / Action

G. ADJOURNMENT

In compliance with the American With Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (831) 674-5591. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (CFR 35.102-35.104 ADA Title II).

This agenda is duly posted outside City Hall and on the City of Greenfield web site

**CITY OF GREENFIELD ARROYO SECO
GROUNDWATER SUSTAINABILITY AGENCY
MINUTES**

AGENCY MEETING OF JUNE 26, 2018

ROLL CALL

Present: Chair Thorp, Vice Chair Griva, Board Members Rodriguez and Wood

Absent: Board Member Martinez

Staff: Interagency Attorney Lerner, General Manager Weeks, City Clerk Rathbun

PLEDGE OF ALLEGIANCE

All recited the pledge of allegiance.

PUBLIC COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA

No comments were received.

CONSENT CALENDAR

A MOTION by Board Member Rodriguez, seconded by Vice Chair Griva to approve the Minutes of the May 22, 2018 Meeting of the Arroyo Seco Groundwater Sustainability Agency. All in favor. Motion carried.

AGENCY BUSINESS

**CONSIDER ARROYO SECO GROUNDWATER SUSTAINABILITY AGENCY
ADVISORY COMMITTEE RECOMMENDATION TO PROVIDE WRITTEN
COMMENTS TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES
REGARDING THE RE-PRIORITIZATION OF THE SALINAS VALLEY FOREBAY
SUBBASIN AND DIRECT THE GENERAL MANAGER TO SUBMIT COMMENT
LETTER**

General Manager Weeks gave a staff report and presented a power point presentation.

Nancy Isackson, member of ASGSA Advisory Committee and Salinas Valley Basin Advisory Committee, stated that the Salinas Valley Basin GSA was also planning on submitting comments and asked the Board if they would consider reaching out to the Salinas Valley GSA and maybe they could support some of the ASGSA comments as well as the ASGSA supporting theirs.

A MOTION by Board Member Rodriguez, seconded by Vice Chair Griva to concur with the ASGSA Advisory Committee Recommendation and Direct the General Manager to Submit a Letter to the DWR Regarding the Reprioritization of the Salinas Valley Forebay Subbasin as a High Priority Basin Under the Sustainable Groundwater Management Act (SGM) and to direct staff to contact the Salinas Valley GSA. All in favor. Motion carried.

ARROYO SECO GROUNDWATER SUSTAINABILITY AGENCY COMMITTEE RECOMMENDATION TO SELECT HYDROGEOLOGIC CONSULTANTS FOR TECHNICAL SUPPORT SERVICES AND GROUNDWATER SUSTAINABILITY PLANNING

Staff report was given by General Manager Weeks.

A MOTION by Vice Chair Griva, seconded by Board Member Rodriguez to approve the ASGSA Advisory Committee Recommendation and Direct the General Manager to Enter into Contract Negotiations with Todd Groundwater for Technical Services to Assist the ASGSA Engage in the Groundwater Sustainability Planning (GSP) Processes. All in favor. Motion carried.

CONSIDER APPROVAL OF FISCAL YEAR 2018-2019 BUDGET FOR THE ARROYO SECO GROUNDWATER SUSTAINABILITY AGENCY AND PROVIDE STAFF DIRECTION

Staff report was given by General Manager Weeks.

Interagency Attorney Pam Silkwood stated that 2018-2019 Budget was not just the City's share. She clarified that half of the budget was funded by the Clark Colony Water Company through an MOU and was supplemented by the petitioned landowners through an agreement with Independent Growers.

Roger Moitoso, Arroyo Seco Vineyards and representing about 1,000 acres of petitioned land, stated that they had not been asked however would also match funds so that this could move as quick as possible.

A MOTION by Vice Chair Griva, seconded by Board Member Rodriguez to approve the Fiscal Year 2018-2019 Budget for the Arroyo Seco Groundwater Sustainability Agency. All in favor. Motion carried.

RECEIVE ARROYO SECO GROUNDWATER SUSTAINABILITY AGENCY GENERAL MANAGER'S STATUS REPORT

Status report was given by General Manager Weeks. He gave updates regarding the meeting with the Salinas Basin Ag Water Association. They recommended the following: 1. Improvement of Infrastructure of the Nacimiento Reservoir; 2. Maintenance of Salinas Valley River;

3. Optimization and Modification of the Castroville Seawater Intrusion Project and the Salinas Water Project; and 4. Conservation Reserve Program.

Interagency Attorney Silkwood clarified that these were the projects that the Advisory Committee supported and would convey that information to the Salinas Valley Basin GSA; however, did not necessarily mean that the ASGSA would have to fund or partially fund these projects.

Nancy Isackson, Salinas Valley Water Coalition, expressed her concern about the Conservation Plan and suggested that each project be based on science and it must have a benefit.

Interagency Attorney Silkwood stated that she would like the Board to consider directing the General Manager Weeks to initiate discussion regarding coordination agreements with other surrounding agencies, not just the Salina Valley GSA, but others as well so that dialogue continued.

Roger Moitoso suggested that this needed to move along quickly.

It was the consensus of the Board to move forward with the NOI.

ADJOURNMENT

Meeting at 5:00 p.m.

Chair of the Board

City Clerk of the City of Greenfield



**City of Greenfield
Arroyo Seco
Groundwater Sustainability Agency**

MEMORANDUM: July 19, 2018

AGENDA DATE: July 24, 2018

TO: Board Members

FROM: Curtis Weeks, General Manager

**TITLE: CONSIDERATION OF APPROVAL OF AGREEMENT FOR
TECHNICAL SUPPORT SERVICES AND GROUNDWATER
SUSTAINABILITY PLANNING**

BACKGROUND

The Advisory Committee heard presentations from EKI Water and Environment and TODD Groundwater. TODD Groundwater was recommended by the committee and the Board of Directors to provide technical support services. In addition, Management Area negotiations with SVBGSA have already taken months of time without reaching consensus of how to work through proposed boundaries of the management area and the associated elements of actually managing the area including administrative costs, physical solutions, data sharing, methods and the integration of other GSP considerations. These discussions are ongoing and will be greatly informed by the hydrogeologic work to be performed under the hydrogeologic contract scope of work including significant hydrogeologic definition of the Arroyo Seco groundwater basin interactions with the Arroyo Seco River and the Salinas groundwater basin as well as and the modeling efforts needed to evaluate the larger SVBGSA GSP effort. Most importantly, the work to be performed will assist in the proper characterization of the ASGSA in elevation to the rest of the SVBGSA.

While the ASGSA continues to believe that the development of a Management Area framework can be used to work out the issues between ASGSA and the SVBGSA, the Advisory Committee recommended the Board consider moving forward with acquiring additional assistance for its own GSP planning process. The Advisory Committee also recommended that the ongoing negotiations of the boundaries of the ASGSA Management Area and associated concerns continue in order to protect the interests of the property owners within the management areas and the City of Greenfield.

DISCUSSION

As the GSP process has begun for the SVBGSA, outstanding issues including boundary considerations and the Coordination Agreement between the two organizations continue unresolved. The Coordination Agreement and the GSP planning process will have several significant technical evaluations and milestones to consider. It is recommended the ASGSA enter into a professional services agreement with TODD Groundwater to provide assistance to the ASGSA with defining the ASGSA basin characteristics and developing the appropriate GSP sustainability criteria. Additional technical services will include qualified modeling and hydrogeologic monitoring evaluations to assist with technical evaluations, proposed modeling scenarios, and other support services associated with the GSP process. The technical coordination required to accomplish these tasks requires modeling expertise and basin hydrogeologic understanding. The attached scope of work and agreement provide the ASGSA with the technical support needed for completing a standalone GSP and completing a Coordination Agreement with the SVBGSA.

In addition to the proposed scope of work, the Agreement identifies the budget expenditures needed to complete the work. If the work is completed with the proposed time frame, a budget modification will be need. It is also recommended that the Board consider modification to the authorization FY 2018-2019 budget in it actions.

REVIEW AND RECOMMENDED

The ASGSA General Manager and Counsel have reviewed this report, and recommend that the Board of Directors approved the services Agreement with TODD Groundwater for hydrogeologic and other technical service, direct the General Manager to execute the Agreement and consider modifications to the authorized FY 2018-2019 budget.

PROPOSED MOTION: I MOVE TO APPRVE THE ATTACHED AGREEMENT, SCOPE OF WORK AND BUDGET WITH TODD GROUNDWATER FOR TECHNICAL SERVICES TO ASSIST THE ASGSA ENGAGE IN THE GROUNDWATER SUSTAINABILITY PLANNING (GSP) PROCESSES, AND DIRECT THE GENERAL MANAGEMENT TO EXECUTE THE AGREEMENT.

ATTACHMENT

TODD Groundwater Agreement including Scope of Work and budget

ARROYO SECO GROUNDWATER SUSTAINABILITY AGENCY

AGREEMENT WITH TODD GROUNDWATER FOR TECHNICAL SUPPORT SERVICES

THIS AGREEMENT, is made and effective as of August 1, 2018, between the Arroyo Seco Groundwater Sustainability Agency (ASGSA) and TODD Groundwater ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on August 1, 2018, and shall remain and continue in effect until tasks described herein are completed, but in no event later than January 30, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES.** Consultant shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**.

3. **PERFORMANCE.** Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant represents to the ASGSA that it has the qualifications necessary to perform the tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

a. The ASGSA agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **Three hundred seventy seven thousand two hundred and twenty three** Dollars (**\$377,223**) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Any terms or conditions set forth on **Exhibit A or Exhibit B** which do not describe the work to be performed, the payment rates and terms, or the payment schedule have not been agreed to by the ASGSA and shall not be deemed a part of this Agreement.

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the ASGSA or, if pursuant to its authority, the ASGSA General Manager, or his or her designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by ASGSA General Manager or the ASGSA's representative and Consultant at the time ASGSA's written authorization is given to Consultant for the performance of said services. The ASGSA General Manager may approve additional work not to exceed 15% of the contract amount approved by ASGSA. Any additional work in excess of this amount shall be approved by the ASGSA.

c. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all nondisputed fees. If the ASGSA disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

d. Notwithstanding the above provisions, Consultant shall not be paid for any work performed until it has submitted to the ASGSA a fully completed and executed Internal Revenue Service Form W-9.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.

a. The ASGSA may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice of termination. ASGSA shall not be obligated to explain its reasons for termination. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the ASGSA suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the ASGSA shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the ASGSA. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the ASGSA pursuant to Section 3.

6. DEFAULT OF CONSULTANT.

a. The Consultant's failure to comply with the provisions of this Agreement shall constitute default. In the event that Consultant is in default for cause under the terms of this Agreement, ASGSA shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the ASGSA General Manager or his or her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the ASGSA shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. OWNERSHIP OF DOCUMENTS.

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by ASGSA that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly

identified and readily accessible. Consultant shall provide free access to the representatives of ASGSA or its designees at reasonable times to such books and records, shall give ASGSA the right to examine and audit said books and records, shall permit ASGSA to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, video and sound recordings, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the ASGSA and may be used, reused or otherwise disposed of by the ASGSA without the permission of the Consultant. With respect to computer files, Consultant shall make available to the ASGSA, upon reasonable written request by the ASGSA, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

c. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in **Exhibit A** without the written consent of the Consultant.

8. INDEMNIFICATION. The Consultant agrees to defend, indemnify, protect and hold harmless the ASGSA, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the ASGSA, its officers, officials, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement, excepting only liability arising out of the negligence of the ASGSA.

9. INSURANCE REQUIREMENTS. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Consultant agrees to provide insurance in accordance with the requirements set forth in **Exhibit C**. If consultant uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Consultant agrees to amend, supplement or endorse the existing coverage to do so.

10. INDEPENDENT CONTRACTOR.

a. Consultant is and shall at all times remain as to the ASGSA a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither ASGSA nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the ASGSA. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against ASGSA, or bind ASGSA in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, ASGSA shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for ASGSA. ASGSA shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES. The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The ASGSA, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

12. RELEASE OF INFORMATION.

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without ASGSA's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the ASGSA General Manager or unless requested by the ASGSA Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the ASGSA. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives ASGSA notice of such court order or subpoena.

b. Consultant shall promptly notify ASGSA should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person regarding this Agreement and the work performed thereunder or with respect to any project or property located within the ASGSA. ASGSA retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with ASGSA and to provide ASGSA with the opportunity to review any response to discovery requests provided by Consultant. However, ASGSA's right to review any such response does not imply or mean the right by ASGSA to control, direct, or rewrite said response.

13. NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice:

To ASGSA: Arroyo Seco Groundwater Sustainability Agency
599 El Camino Real
Greenfield, California 93927
Attention: Curtis V. Weeks, General Manager

To Consultant: Gus Yates
TODD Groundwater
2490 Mariner Square Loop, 215
Alameda, CA 94501

14. ASSIGNMENT. The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the ASGSA. Because of the personal nature of the services to be rendered pursuant to this Agreement, only **the Consultant** shall perform the services described in this Agreement. TODD Groundwater may use assistants, under their direct supervision, to perform some of the services under this Agreement. Consultant shall provide ASGSA fourteen (14) days' notice prior to the departure of **Gus Yates** from Consultant's employ. Should he or she leave Consultant's employ, the ASGSA shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the ASGSA and the Consultant.

15. LICENSES. At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. GOVERNING LAW. The ASGSA and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

17. LITIGATION. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the ASGSA of Greenfield. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. AUTHORITY TO EXECUTE THIS AGREEMENT. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

CONSULTANT

By: Iris Preiestaf Date
Title: President

By: Phyllis Stanin Date
Title: Vice President

[Two signatures of corporate officers required]

ASGSA

Curtis Weeks Date
General Manager

Attest:

Ann Rathbun Date
ASGSA Clerk

Approved As to Form:

Mary Lerner Date
ASGSA Attorney

EXHIBIT A

PROPOSED SCOPE OF SERVICES FOR TODD GROUNDWATER

Arroyo Seco GSP and Agreements
Proposed Scope of Services for Todd Groundwater
July 16, 2018

Task 1: Attend Meetings and Coordinate with ASGSA and SVBGSA

Preparation of the Arroyo Seco GSP and Coordination Agreement will require ongoing interaction with ASGSA and the Salinas Valley Basin GSA (SVBGSA) until at least January 2020 (i.e., ASGSA's internal goal). Both of those groups have a Board and an Advisory Committee (AC) that meet monthly. It is assumed that Curtis Weeks will regularly attend ASGSA AC and Board meetings and also SVBGSA AC meetings. Todd Groundwater will participate in selected meetings, as follows:

- Four technical workshops for ASGSA AC and Board members, occurring roughly quarterly from October 2018 to July 2019. These will be the best opportunities for a broad range of stakeholders to learn and contribute information related to basin conditions, issues of concern and sustainability criteria, water balance, climate change, management actions, monitoring, implementation and funding.
- Two presentations to the SVBGSA to describe our sources of data, analysis methods, sustainability criteria and proposed monitoring. These will serve to kick off coordination discussions on those topics to maximize consistency between our respective GSPs
- Two additional meetings with the ASGSA Board to discuss issues and strategies.

In addition, this task includes ongoing phone calls and e-mails with ASGSA staff to plan and coordinate next steps (budgeted at 6 hours per month). Additional in-person meetings can be provided as needed on a time-and-materials basis.

Task 1 Deliverables

- Four workshops in Greenfield
- Two presentations to SVBGSA
- Two in-person meetings with ASGSA Board
- Monthly progress and coordination calls and e-mails

Task 2.1: Compile Data and Organize Arroyo Seco GSA Data Management System

As required under GSP Regulations § 352.6, each GSA must develop and maintain a data management system (DMS) capable of storing and reporting information relevant to the development or implementation of the GSP and monitoring. Data can be grouped into two general categories: information compiled or developed to prepare the GSP, and future monitoring data. Our general approach to both categories is to not duplicate existing data management systems maintained by other agencies, and to store data collected or generated by ASGSA in the simplest possible electronic format. We expect this to be Excel workbooks, possibly Access databases and ArcGIS files. Worksheet columns and GIS attribute tables will be configured to allow information to be uploaded to existing databases.

Examples of data from existing local, state and federal databases that will be downloaded to prepare the GSP include rainfall, reference evapotranspiration, stream flow, land use, soils, water levels, water quality and groundwater pumping. Data interpretation work products (for example, maps of groundwater recharge or pumping intensity; statistical plots of water quality; estimates of yield, etc.) will be

maintained in digital format on ASGSA computers and provided to DWR and others as requested. Compilation of data and information to support the GSP will adhere to applicable standards for data, reporting, monitoring, and GIS (GSP Regulations § 352).

Data produced from future monitoring as described under Task 2.7 will be stored in Excel workbooks structured to facilitate uploading to existing databases maintained by other agencies. We will coordinate with SVBGSA to establish a common set of data storage formats for data we both collect or compile.

Task 2.1 Deliverables:

- *Description of sources, types, management, and QA/QC of data to support GSP, adhering to GSP Regulations, Article 3 (Technical and Reporting Standards) and describing consistency with SVBGSA data management.*
- *Final DMS containing data collected or interpreted by ASGSA, as required by GSP Regulations § 352.6*

Task 2.2: Prepare Administrative Information and Describe Plan Area

This task includes all of the information required for "Agency Information" (§354.6), "Description of Plan Area" (§354.8), and "Notice and Communication" (§354.10). Administrative information describing ASGSA includes its address, contact person, legal authority, governance structure, budget and revenue sources. It is assumed here that Curtis Weeks will provide essentially all of that type of information required for inclusion in the GSP.

The boundaries of the ASGSA and the area covered by the GSP—the Plan Area—have not been finalized. For the purposes of this scope and budget, it is assumed 1) that the Plan Area corresponds to the Arroyo Seco wine appellation area, which is similar in extent to geologically-based delineations of the Arroyo Seco Cone presented in previous hydrogeologic studies, and 2) that the Plan Area boundaries will be finalized before the water budget analysis commences. Todd Groundwater will prepare maps showing the Plan Area, ASGSA and other agency jurisdictions, land use designations, and well densities. We will also prepare succinct descriptions of water supply and demand, water resources monitoring and management, well permitting, and relevant land use planning documents. Water management and land use planning will be discussed as they affect one another.

With input from Mr. Weeks, Todd will describe the outreach and engagement activities that occurred during GSP development and document written materials provided via the ASGSA website, brochures or other methods. We will document the groups and individuals on the GSP e-mail list and who participated in workshops. We will also document coordination activities with SVBGSA, which is the other GSA in the Forebay Subbasin.

Task 2.2 Deliverables:

- *Administrative Draft and Draft GSP sections for "Agency Information", "Description of Plan Area", and "Notice and Communication"*

Task 2.3: Describe Hydrogeological Conceptual Model and Groundwater Conditions

Under this task, Todd Groundwater will prepare the “Hydrogeological Conceptual Model” (§354.14) and “Groundwater Conditions” (§354.16) sections of the GSP. Most of the hydrogeological information for the Plan Area can be gleaned from previous studies such as *Hydrogeologic Update: Arroyo Seco Cone* (Staal, Gardner and Dunne, Inc.[SGD], 1994). We will compile local groundwater quality data collected since 1994 and evaluate them for trends and changing patterns. We will also evaluate water quality with respect to beneficial uses, including potable supply, irrigation and habitat. Maps of soils, topography and geology will be obtained from existing sources.

We will develop a map of estimated average annual groundwater recharge from dispersed sources (rainfall and irrigation deep percolation). We will characterize the flow regimes of the two principal surface waterways (Salinas River and Arroyo Seco) and estimate the reaches where the rivers are in direct hydraulic connection with groundwater, based on a comparison of groundwater levels and thalweg elevations as well as the presence of phreatophytic vegetation.

We will document groundwater levels with contour maps and hydrographs based on water-level data obtained from MCWRA. We will prepare contour maps of “high” and “low” water levels from a wet and dry year since 1994 and compare those with the maps for 1983 and 1991 prepared by SGD (1994). We will present hydrographs for wells in the area currently monitored for water levels and also long-term hydrographs for 16 wells in the area with records going back to before Nacimiento and San Antonio Reservoirs were constructed (1957 and 1965). The pre-dam water levels are useful for evaluating yield, sustainability and the range of potential future water levels under alternative management conditions.

This section will lay the groundwork for evaluating potential undesirable results that constrain basin yield. Amounts of recent ground subsidence will be compiled from satellite-based surveys. Seawater intrusion is not an issue in the Forebay Subbasin. We will prepare maps and analysis of groundwater dependent ecosystems, which in this study area are expected to include riparian vegetation and fish. The primary focus of habitat conservation efforts related to water operations appears to be migration of steelhead trout. MCWRA is developing a Salinas River Long-Term Management Plan to be followed by a Habitat Conservation Plan addressing anadromous fish habitat. Those plans will not likely be completed during the time frame for this project, but the agencies working on those plans can provide data and illuminate key issues that the GSP should address.

Task 2.3 Deliverables:

- *Administrative Draft and Draft GSP sections for “Hydrogeologic Conceptual Model” (§354.14) and “Groundwater Conditions” (§354.16).*

Task 2.4: Describe Water Supplies, Water Use, and Groundwater Budgets

Except for limited diversions of surface water by Clark Colony Mutual Water Company, groundwater is the source of supply for all water uses in the Plan Area. MCWRA compiles groundwater pumping data supplied by well owners, and those

data will be used to estimate agricultural and domestic water use. Municipal water production will be obtained from the City of Greenfield. Irrigation water use will be divided by irrigated area to obtain applied water amounts, and those will be compared with estimates developed from crop areas, reference ET, crop coefficients and irrigation efficiencies to ensure consistency with groundwater models and recharge estimates.

Vineyards have become the dominant crop in the Plan Area, and that is expected to continue. Grapes have a relatively low water requirement and high irrigation efficiency (drip, with regulated deficit irrigation), which results in a smaller net consumptive use of water per acre than sprinkler-irrigated truck crops commonly grown in other parts of the Salinas Valley. This contrast will be documented partly to demonstrate that the Plan Area is doing its share of bringing the overall Salinas Valley Basin into balance and also because reducing net consumptive use is a valuable long-term salinity management measure.

A groundwater flow model is the best tool for estimating groundwater budgets for subareas of a larger basin, because the budget is usually dominated by groundwater flow to and from surrounding areas. Specific uses of a model for the ASGSA GSP include:

- Calculating groundwater budgets for the Plan Area footprint (whatever it turns out to be) for historical, recent and future scenarios
- Simulating the effects of net consumptive use in the Plan Area on seawater intrusion at the north end of the basin, which involves complex interactions with river flows, reservoir operations, diversions from Salinas River Diversion Dam and coastal groundwater pumping.
- Estimating the sustainable yield of the Plan Area under existing conditions and future scenarios.

There are several existing groundwater models of the Salinas Valley that may be available for use by this GSP effort. One is the Salinas Valley Integrated Hydrologic Model (SVIHM) developed by the U.S. Geological Survey (USGS) for Monterey County. The USGS has not completed its internal review and documentation of the model, and its use by outside parties is tightly restricted. SVBGSA is arranging permission for its consultant (Les Chau) to use the model for SVBGSA's GSP process. SVIHM is very large, complex and slow to run even on large computers. Other groundwater models may be used in this task. At present documentation and availability of other models are unknown.

A third option is to develop a relatively simple model of the Forebay Subbasin, which would be capable of estimating Plan Area water budgets and yield but not capable of directly simulating seawater intrusion impacts. A supplemental spreadsheet analysis could translate simulated river and groundwater outflows from the Forebay Subbasin into estimated groundwater pumping in coastal areas, accounting for reservoir operations. Finally, a fourth option is to not use a model at all but rather to estimate changes in groundwater inflow and outflow from the Plan Area based on changes in net consumptive use. DWR does not require that a numerical model be used, but the GSP must use "an equally effective method, tool or analytical model to evaluate projected water budget conditions" (SGMA regulations §354.18).

A consideration in selecting the tool for water budget analysis is that SGMA requires that multiple GSPs within a basin utilize the same data and methodologies for, among other things, groundwater storage, basin yield and water budgets (Water Code Section 10727.6). However, because the SVIHM model will not be available to ASGSA until 2020 or later, DWR might have to accept an alternative model or method as long as the underlying assumptions are the same (aquifer characteristics, recharge, pumping).

For the purpose of budgeting, this proposal assumes that Gus Yates will spend 40 hours peer reviewing the modeling work done by Les Chau, providing specifications to him for extraction of water budget results for our Plan Area, and for two or more future scenarios unique to the ASGSA GSP. The budget does not include reimbursing Mr. Chau's firm (Wood Group/AMEC/Foster-Wheeler) for his extra effort. If the local-model or non-model option is selected, additional funding would likely be needed, and a cost estimate can be prepared when that decision is reached.

Task 2.4 Deliverables:

- *Administrative Draft and Draft GSP sections for Water Budget (GSP Regulations § 354.18)*

Task 2.5: Evaluate Undesirable Results and Develop Sustainability Criteria

The establishment of sustainable management criteria begins with the definition of a sustainability goal. In order to determine if groundwater conditions meet that goal, an evaluation of undesirable results is required. We will build on the hydrogeologic conceptual model, groundwater conditions, and water budgets to identify and evaluate sustainable management criteria for the Plan Area, pursuant to GSP Regulations Subarticle 3, § 354.22 - § 354.30. These criteria quantitatively define the range of groundwater conditions that avoids undesirable results related to water levels, groundwater storage, water quality, subsidence and groundwater-dependent ecosystems (GDEs). The criteria for storage and subsidence can typically be translated into water levels, so that criteria for three of the undesirable results can be defined in terms of water levels. During the workshops described in Task 1, we will work with stakeholders to identify the lowest water levels that could be experienced during a drought without unreasonably impacting well operation. A balance needs to be struck between maximizing the amount of groundwater storage available for conjunctive use—which increases basin yield—and damage to wells or diminished well yields during droughts.

Sustainability criteria consist of two components: minimum thresholds and management objectives. The lowest tolerable water levels described above will be the minimum thresholds. But excessively high water levels can also cause problems such as saturation of the root zone of crops. The management objective for water levels will identify the shallowest acceptable water levels, with the objective being to remain between the upper and lower water-level thresholds at all times.

Sustainability criteria for water quality will likely focus on agricultural practices that will lead to long-term groundwater quality suitable for beneficial uses, recognizing

that the equilibration time for groundwater quality responses to new agricultural practices is many decades. The horizontal and vertical distribution of nitrate and salinity in the groundwater system (documented in Task 2.3) will be used to document the effects of historical agricultural and wastewater management practices on groundwater quality. Those relationships will be the basis for estimating future groundwater quality with sustainable agricultural and wastewater practices. For GDE's, sustainability criteria will focus on hydrologic variables most critical to the organisms of greatest interest to habitat management agencies. For example, this might be the number of passage days available for migrating adult and juvenile steelhead, or water table depths near wetlands. If available, the groundwater model can be used to simulate stream flow depletion, from which changes in fish passage opportunity can be calculated.

GSP regulations require that the quantitative criteria be specified at specific indicator wells (or stream flow locations) and that the criteria related to each undesirable result be evaluated for consistency with other undesirable results. We will complete this cross-referencing task, which will identify the water-level criteria that are most constraining in terms of yield.

GSP regulations (§354.20) allow the Plan Area to be divided into multiple "management areas" with unique sustainability criteria and additional monitoring and reporting requirements. Given the relatively small size of the Plan Area, it is assumed that subdividing it is not necessary.

Task 2.5 Deliverables:

- *Administrative Draft and Draft GSP sections for Sustainable Management Criteria (GSP Regulations Subarticle 3, § 354.22 - § 354.30)*

Task 2.6: Identify and Evaluate Management Actions

Groundwater use and groundwater conditions in the Plan Area appear to already be sustainable in terms of water levels. This tentative conclusion is supported by the lack of long-term declining water-level trends, the reliability of Arroyo Seco recharge relative to the Salinas River during prolonged droughts, and the absence of local well failures during 2014-2016, when releases from Nacimiento and San Antonio Reservoirs were curtailed for three consecutive years. The evaluation of salinity and nitrate trends might reveal a need for management measures. We will assess whether the shift to vineyards as the primary crop—with relatively low consumptive use and fertilizer requirements—and implementation of more precise use of fertilizers through the Irrigated Lands Regulatory Program will be sufficient to stabilize long-term water quality trends or whether additional management measure appear to be warranted. For example, additional Arroyo Seco recharge could increase yield and dilute salts and nitrate derived from land use activities. Previous studies have shown that additional surface water yield is available from the Arroyo Seco, but they also highlighted the difficulty of getting that water into the ground given the flashy nature of Arroyo Seco flows.

The budget estimate for this task assumes that the above analysis of water-levels, water-quality and farm practices will lead to a conclusion that no management

measures are needed other than monitoring, which is described in Task 2.7.

Task 2.6 Deliverables:

- *Administrative Draft and Draft GSP sections for Management Actions and Projects (GSP Regulations Subarticle 5, § 354.42 – 354.44)*

Task 2.7: Develop Monitoring Network and Protocols

Todd Groundwater will evaluate ongoing monitoring of land use and groundwater levels, quality and pumping by MCWRA and other agencies to identify needs for additional monitoring. If the analysis completed in the preceding tasks is sensitive to variables for which data are scarce, we will recommend additional monitoring (type of variable, location and frequency). For example, shallow water table information might be needed near wetlands, or depth-discrete water quality profiles might be needed to better quantify long-term trends, or an additional stream gage might be needed to track groundwater recharge and fish passage opportunity.

During the workshops described in Task 1, we will work with stakeholders to prioritize additional monitoring activities and evaluate the most cost-effective means of implementing them. In many cases, it will likely make sense to have a partner agency expand an existing monitoring program than to have ASGSA operate a new one. For example, it might be possible to pass additional water-level monitoring to MCWRA and additional stream gaging to the USGS. We will estimate the funding requirements for any additional monitoring by ASGSA or partner agencies and identify funding sources so that the monitoring program is financially sustainable.

If we recommend expansion of existing monitoring programs, we will document and review the existing protocols for measurements in the field, data entry and QA/QC. For monitoring activities undertaken by ASGSA, we will compile the existing protocols for the monitoring programs to which the data will be submitted and recommend refinements if needed.

Task 2.7 Deliverables:

- *Administrative Draft and Draft GSP Description of Monitoring Network (GSP Regulations Subarticle 4, § 354.32 – 354.40)*
- *Administrative Draft and Draft GSP Description of Monitoring Protocols (GSP Regulations § 352.2 – 352.4)*

Task 2.8: Develop Plan Implementation

Todd Groundwater will outline the steps and institutional requirements for successfully implementing the GSP. This will include specifying who will do what, developing an implementation schedule (including annual reporting and periodic evaluations), estimating costs of GSP implementation and identifying the sources of funding for those costs. There will be costs associated with ASGSA administration, annual reporting to DWR, periodic review of the GSP (every 5 years), monitoring, and any management measures selected by the stakeholder group. We will rely on ASGSA staff and stakeholders for assistance in estimating

administrative and infrastructure costs.

Task 2.8 Deliverables:

- *Administrative Draft and Draft GSP Implementation Plan chapter*

Task 2.9: Prepare Draft and Final GSP Document

For Task 2.9, we will prepare the Draft and Final GSP document for DWR submittal per GSP Regulations § 355.2. Many of the deliverable for the preceding tasks will be compiled as chapters in the GSP. For Task 2.9, we will compile the chapters, prepare introductory sections, reference lists, appendices, etc. and edit all the components to achieve a seamless overall document. An administrative draft GSP will be provided to ASGSA staff to confirm that the compilation was accurate and any new material is correct.

We will incorporate suggested revisions to produce a draft GSP to be circulated ASGSA stakeholders and the public for a specified comment period. Given that much of the GSP content will have been previously circulated for review, the compiled document should contain few surprises.

Agency and stakeholder comments will be incorporated into the Final GSP. The Final GSP will be presented at a public hearing coinciding with a Regular or Special Board Meeting. At this time, the format for filing the supporting information for the GSP with DWR is unknown. In any case, the DMS, supporting documents, and appendices along with the GSP will be uploaded to DWR as needed.

Task 2.9 Deliverables:

- *Electronic version (.pdf format) of Draft and Final GSP, per GSP Regulation § 355.2*
- *Appendices and DMS for SVBGSA coordination and DWR submittal*

Task 3: Negotiate and Write Coordination Agreement and Interbasin Agreement

GSP regulations (§357.4) require that agencies submitting GSPs covering part of a basin prepare a Coordination Agreement with all other GSAs submitting GSPs in that basin “to ensure that the Plans are developed and implemented utilizing the same data and methodologies” and that “the Plans implemented together satisfy the requirements of the Act”. In this case, SVBGSA will be preparing a GSP that covers the remainder of the Forebay Subbasin. The Coordination Agreement needs to cover these technical topics:

- Groundwater monitoring and data management system. This should be straightforward to coordinate, given that ASGSA will likely pass monitoring activities to MCWRA or other agencies anyway.
- Water budget and yield. If ASGSA arranges to use the SVIHM model to prepare its GSP, then the water budget and yield calculations should be entirely consistent with the ones SVBGSA calculates for the remainder of the Forebay Subbasin. If we use a different tool, then a more systematic comparison of results will be needed. However, the results would likely be similar and differences easy to resolve.

Notably, the Coordination Agreement does not require that the GSPs include the same sustainability criteria and management measures. It only needs to show how the plans implemented together will achieve sustainability in the Forebay

Subbasin. Like the Arroyo Seco Plan Area, current groundwater use in the rest of the Forebay Subbasin is probably sustainable. Thus, it is assumed that significant changes would not need to be made to either GSP to demonstrate that sustainability will be achieved for the entire Subbasin.

The most urgent groundwater problems in the Salinas Valley Basin are in the 180/400 Foot Aquifer Subbasin and the East Side Subbasin. SGMA allows GSAs in adjoining basins to enter into Interbasin Agreements that ensure consistency in the understanding of hydrogeology, the surface water and groundwater boundary conditions, and the sustainability criteria. The Interbasin Agreement should also demonstrate that groundwater management in each basin will not impair the ability to achieve sustainability in the other basin. An Interbasin Agreement with the 180/400 Foot and Eastside Subbasins would likely be more difficult to negotiate than the Coordination Agreement within the Forebay Subbasin, assuming the external subbasins assert that groundwater use in the Forebay Subbasin exacerbates seawater intrusion and overdraft in their subbasins.

A key piece of technical analysis needed to support the Interbasin Agreement negotiations is to simulate the effects of consumptive use of groundwater in the ASGSA Plan Area on seawater intrusion and overdraft near the coast. The relationship is complex because consumptive use affects Salinas River percolation losses in all years, which affect the amount of storage that can be retained in Nacimiento and San Antonio Reservoirs and the subsequent duration of deliveries to the coastal service area in a prolonged drought, which affects the amount of coastal groundwater pumping during the drought.

The budget estimate for this task assumes that Todd Groundwater will prepare the specifications for such a model simulation and review the results, but that the modeling would be done by others. The remainder of the cost is for meetings with SVBGSA representatives (primarily by teleconferencing) to discuss the extent to which consumptive use in the ASGSA Plan Area, if any, impacts sustainability in the coastal area and the extent to which ASGSA should contribute to projects designed to achieve that sustainability.

Task 3 Deliverables:

- *Draft and final Coordination Agreement with SVBGSA for the Forebay Subbasin*
- *Draft and final Interbasin Agreements between the Forebay and 180/400 Foot Aquifer Subbasins*

Cost estimate and Schedule

The proposed scope of services includes activities associated with development of a GSP for the Arroyo Seco GSA, a Coordination Agreement for the Forebay Subbasin and Interbasin Agreements with the 180/400 Foot Aquifer and Eastside Subbasins. The costs and schedule for completing this scope of services are described below.

Cost Estimate

Our proposed level of effort is provided by task in Exhibit B - Table 1. Hours are provided by staff classifications, illustrating the emphasis on senior professionals for critical work tasks and use of more cost-effective staff for technical support. We

have also included hours for graphics/GIS/CAD support and administrative support in the table.

The estimated costs total \$377,223. This does not include contributing funding to pay for modeling work done by others. Workshops, presentations and meetings account for roughly one-fourth of the budget (Tasks 1 and 3). For the GSP analysis and document, most of the cost is for rigorously documenting groundwater conditions, relating groundwater variables to potential undesirable results, and developing sustainability criteria (Tasks 2.3 through 2.5). The pace of the negotiations to develop the Coordination agreement and Interbasin Agreement is difficult to anticipate. The level of effort included in Task 3 assumes that ASGSA and SVBGSA both desire to reach a reasonable agreement in an efficient manner.

Schedule

It will be in ASGSA's best interest to complete its GSP ahead of the January 2020 deadline for the critically-overdrafted 180/400 Foot Aquifer Subbasin. This will allow ASGSA to select sustainability criteria and management actions it deems appropriate for the Plan Area without having to conform with or react to criteria and actions adopted by SVBGSA. A fast schedule also allows flexibility in selecting analysis methods. Todd Groundwater can initiate the project upon notice-to-proceed in July 2018 and complete the draft GSP by August 2019. The time required to negotiate the Coordination Agreement and Interbasin Agreement depends on SVBGSA but will need to be completed by January 2020 at the latest.

EXHIBIT B

Groundwater Sustainability Plan and Coordination/Interbasin Agreements Cost Estimate

Table 1: Groundwater Sustainability Plan and Coordination/Interbasin Agreements Cost Estimate

Task	hrs		Gus		Jason		Bart		Total Labor Hours	Total Labor	2% Comm Fee	GIS/ Graphics \$120	Admin Costs \$115	Other Direct Costs	15% Expense Fee	Total Costs
	Principal QA/QC \$250	Senior PM \$240	Senior Hydrogeo \$220	Associate Geol/Eng \$165	Staff Hydrogeo \$150											
Task 1: Attend Meetings and Coordinate with ASGSA	8	208			32				248	\$ 58,960	-	\$ 1,920	\$ 58	\$ 960	\$ 144	\$ 62,042
Task 2.1: Compile Data and Organize ASGSA Data Management System	2	20	20		40				82	\$ 16,300	-	-	\$ 58	-	-	\$ 16,358
Task 2.2: Prepare Administrative Information and Describe Plan Area	8	80			32				120	\$ 26,480	-	\$ 1,440	\$ 58	-	-	\$ 27,978
Task 2.3: Describe Hydrogeological Conceptual Model and Groundwater Conditions	10	130	64		30				234	\$ 52,730	-	\$ 4,800	\$ 58	-	-	\$ 57,588
Task 2.4: Describe Water Supplies, Water Use and Groundwater Budgets	4	160	0		24				188	\$ 43,560	-	-	\$ 58	-	-	\$ 43,618
Task 2.5: Evaluate Undesirable Results and Develop Sustainability Criteria	16	144	32		16				208	\$ 48,240	-	-	\$ 58	-	-	\$ 48,298
Task 2.6: Identify and Evaluate Management Actions	4	24	24						52	\$ 12,040	-	-	\$ 58	-	-	\$ 12,098
Task 2.7: Develop Monitoring Network and Protocols	4	24	24		20				72	\$ 15,340	-	\$ 4,800	\$ 58	-	-	\$ 20,198
Task 2.8: Develop Plan Implementation	8	32	4						44	\$ 10,560	-	-	\$ 58	-	-	\$ 10,618
Task 2.9: Prepare Draft and Final GSP Document	16	88	40		20				164	\$ 37,220	-	\$ 4,400	\$ 58	-	-	\$ 41,678
Task 3: Negotiate and Write Coordination and Interbasin Agreements	16	130							146	\$ 35,200	-	\$ 960	\$ 58	\$ 640	\$ 96	\$ 36,954
Project Budget	96	1040	240	182	0	1558	\$356,430	\$0	\$18,330	\$633	\$1,600	\$240	\$377,223			

EXHIBIT C

INSURANCE REQUIREMENTS

The following coverages will be provided by Consultant and maintained on behalf of the ASGSA and in accordance with the requirements set forth herein.

Commercial General Liability/Umbrella. Primary insurance shall be at least as broad as ISO-CGL form No. CG 00 01 or equivalent form, as determined by Risk Management staff. Total limits shall be no less than **\$1,000,000.00** per occurrence for all coverages and **\$1,000,000.00** general aggregate. ASGSA and its employees and agents shall be added as additional insureds using ISO additional insured endorsement form CG 20 10, or equivalent form, as determined by Risk Management staff (in no event will ASGSA accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to ASGSA or any employee or agent of ASGSA. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Umbrella Liability Insurance (if necessary to meet limits requirements) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a “drop down” provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion. Policies shall have concurrent starting and ending dates.

Business Auto/Umbrella Liability Insurance. Primary coverage shall be at least as broad as ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto). Limits shall be no less than **\$1,000,000.00** per accident. Starting and ending dates shall be concurrent. If Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than **\$1,000,000** per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respect to the ASGSA, its employees or agents.

Professional Liability Insurance. Coverage shall be written on a policy form that provides professional liability insurance, errors and omissions or equivalent coverage appropriate to the Consultant's occupation or service. The policy limit shall be no less than **\$1,000,000.00** per claim and in the aggregate.

Consultant and ASGSA further agree as follows:

1. This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

2. Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.
3. All insurance coverage and limits provided pursuant to this agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the ASGSA or its operations limits the application of such insurance coverage.
4. Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
5. For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.
6. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement shall not prohibit Consultant, and Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against ASGSA.
7. Unless otherwise approved by ASGSA, Consultant's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII+." Self-insurance will not be considered to comply with these insurance specifications.
8. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, ASGSA has the right but not the duty to obtain the insurance it deems necessary and any premium paid by ASGSA will be promptly reimbursed by Consultant.
9. Consultant agrees to provide evidence of the insurance required herein, satisfactory to ASGSA, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability and umbrella liability policies (if any) using ISO form CG 20 10 or equivalent form, as determined by Risk Management staff. Consultant shall also provide a waiver of subrogation endorsement to Consultant's workers' compensation policy applicable to the ASGSA. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage and all policies must be endorsed accordingly. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation and to delete the word "endeavor" with regard to any notice provisions. Consultant agrees to provide complete copies of policies to ASGSA upon request.
10. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at

least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

11. Consultant's insurance presented in compliance with these specifications shall not include self-insured retentions or deductibles unless declared to the ASGSA and approved by the ASGSA General Manager. The ASGSA may require evidence of financial security if deductibles or self-insured are part of the Consultant's liability program.
12. Any actual or alleged failure on the part of ASGSA or any other additional insured under these requirements to obtain proof of insurance required under this Agreement or to inform Consultant of noncompliance with any insurance requirements in no way waives any right or remedy of ASGSA or any additional insured, in this or any other regard.
13. Consultant agrees to require all subconsultants or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. Consultant agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Consultant agrees to require that no contract used by any subconsultant or contracts Consultant enters into on behalf of ASGSA, will reserve the right to charge back to ASGSA the cost of insurance required by this agreement. Consultant agrees that upon request all agreements with subconsultants or others with whom Consultant contracts with on behalf of ASGSA, will be submitted to ASGSA for review. Failure of ASGSA to request copies of such agreement will not impose any liability on ASGSA, or its employees.
14. If Consultant is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
15. Consultant agrees to provide immediate notice to ASGSA of any claim or loss against Consultant that includes ASGSA as a defendant. ASGSA assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve ASGSA.
16. It is agreed that insurance provided pursuant to these requirements will not be limited to coverage for the vicarious liability or supervisory role of any additional insured. All insurance coverage and limits provided are intended to apply to the full extent of the policies. Nothing contained in this agreement limits the application of such insurance coverage.