



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

**Special Meeting Agenda
August 22, 2017
3:00 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
August 22, 2017**

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 July 25, 2017 Meeting of the Arroyo Seco Groundwater Sustainability Agency – **Page 1**

F. AGENCY BUSINESS

F-1. RECEIVE PRESENTATION on SGMA and GSP – SGMA Workshop

- a. Oral Report – Power Point Presentation
- b. Public Comments
- c. Agency Board - Comments / Review / Action

F-2. DISCUSSION AND DIRECTION – Consideration of Forming a Subcommittee for Negotiating Coordination Agreements – **Page 3**

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

F-3. DISCUSSION AND DIRECTION Consideration of Agreement with North Tree Enterprises, Inc. for Interim General Manager Services – **Page 5**

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

G. ADJOURNMENT

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

**ARROYO SECO
GROUNDWATER SUSTAINABILITY AGENCY
MINUTES**

AGENCY MEETING OF JULY 25, 2017

CALL TO ORDER

Chair Thorp called the meeting to order at 4:07 p.m.

ROLL CALL

PRESENT: Chair Thorp, Vice Chair Griva, Board Member Rodriguez and Board Member Fontes

ABSENT: Board Member Walker

STAFF: Interagency Attorney Cochran, Interagency Attorney Silkwood, Deputy City Clerk Gomez

PLEDGE OF ALLEGIANCE

All recited the Pledge of Allegiance.

CONSENT AGENDA

Interagency Attorney Silkwood recommended that the guest list be removed because it was not a complete list of all guests in the audience.

A MOTION by Vice Chair Griva, seconded by Board Member Fontes to remove the guest list from the minutes. All in favor Motion carried.

A MOTION by Vice Chair Griva, seconded by Board Member Fontes to approve the Minutes of the June 27, 2017 Meeting of the Arroyo Seco Groundwater Sustainability Agency, as amended and adopt **Resolution GSA#2017-09, "A Resolution of the Arroyo Seco Groundwater Sustainability Agency Adopting a Conflict of Interest Code"**. All in favor. Motion carried.

AGENCY BUSINESS

DISCUSSION AND DIRECTION OF GROUNDWATER SUSTAINABILITY AGENCY'S INSURANCE COVERAGE

Staff report was given by Interagency Attorney Silkwood.

It was the consensus of the Board to direct the Agency staff and the general manager to start looking into potential insurance options.

CONSIDERATION OF APPROVAL OF AGREEMENT WITH NORTH TREE ENTERPRISES, INC. FOR INTERIM MANAGEMENT SERVICES

Interagency Attorney Cochran stated that this agreement was not fully complete and pulled the item.

Interagency Attorney Silkwood stated that Interagency Attorney Lerner was negotiating the contract with Mr. Weeks. She stated that she had represented North Tree Enterprises in the past and did not have a direct conflict; however, there may be a potential conflict and would like to avoid that.

CONSIDERATION OF GROUNDWATER SUSTAINABILITY PLAN DATA AND METHODOLOGY

Staff report was given by Interim General Manager Weeks and Interagency Attorney Silkwood.

It was the consensus of the Board to accept the report and direct Interim General Manager Weeks to proceed as stated in the report.

DISCUSSION AND DIRECTION REGARDING GSP GRANT FUNDING OPPORTUNITIES

Staff report was given by Interim General Manager Weeks.

It was the consensus of the Board to pursue every grant funding opportunity that would be available to the Arroyo Seco Groundwater Sustainability Agency.

STATUS OF THE NOI FILED FOR PETITIONED LANDS AND NEWLY SUBMITTED PETITIONS

Staff report was given by Interagency Attorney Silkwood.

Roger Moitoso, Arroyo Seco Vineyards, asked that the properties that were part of the forebay be considered in the ASGSA.

It was the consensus of the Board to table any discussion for all new petitions and proceed with the NOI submitted to the DWR.

UPDATE REGARDING MEETING WITH FACILITATOR

Staff report was given by Interagency Attorney Silkwood. She stated that they were continuing to have meetings and would report on those as they occurred.

DISCUSSION AND DIRECTION OF SETTING A DATE FOR THE SGMA WORKSHOP

Staff report was given by Interim General Manager Weeks.

It was the consensus of the Board to set the workshop on August 22, 2017 at 3:00 p.m.

ADJOURNMENT

Meeting at 4:58 p.m.

Chair of the Groundwater Sustainability Agency

City Clerk of the City of Greenfield



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

MEMORANDUM: August 18, 2017

AGENDA DATE: August 22, 2017

TO: Board Members

FROM: Curtis V. Weeks, Interim General Manager

TITLE: **CONSIDER FORMATION OF THE ASGSA COORDINATION AGREEMENT SUBCOMMITTEE**

BACKGROUND

One of the key next steps forward for the Arroyo Seco Groundwater Sustainability Agency (ASGSA) is the development of a formal Coordination Agreement between the ASGSA and the Salinas Valley Basin GSA (SVBGSA). The agreement is required under the Sustainable Groundwater Management Act (SGMA), and has several required components that will involve policy considerations by the ASGSA Board. Staff recommends the ASGSA Board establish an ad hoc committee to work with staff for the purpose of negotiating the Coordination Agreement with the SVBGSA and other GSAs as deemed necessary.

COORDINATION AGREEMENT SUBCOMMITTEE DISCUSSION:

Many of the required Coordination Agreement elements will require policy determinations, and hence Board action. The Coordination Agreement will be needed by both organizations for the development of acceptable Groundwater Sustainability Plans (GSPs), and given the timeline for the SVBGSA to complete their GSP (i.e. January 31, 2020) it is recommended the negotiation process begun as soon as practical. In order to facilitate initial negotiations between the SVBGSA and the ASGSA, it is recommended that the Board consider forming an ad hoc committee to represent the ASGSA as the Coordination Agreement is under negotiations and development. Key items for consideration will include:

- Boundaries
- Sub Basin exchange
- Methodologies and Modeling
- GSP objectives
- Water Budget development
- Sustainable yield

The approval of the Coordination Agreement will require the Board approval prior to execution.

While the proposed Coordination Agreement will be between the ASGSA and the SVBGSA, there will also likely be additional issues that arise between the larger set of connected and adjacent basins including the Paso Robles GSAs and Marina Coast Water District. The ad hoc committee would also be available to work with staff on the larger basin-wide issues as they develop.

REVIEWED AND RECOMMENDED:

The ASGSA General Manager and Counsel have reviewed this report, and recommend that the Board of Directors receive the report and direct the General Manager to work with the ASGSA Chairman and establish the Coordination Agreement ad hoc committee.



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

MEMORANDUM: August 18, 2017
AGENDA DATE: August 22, 2017
TO: Board Members
FROM: Travis Cochran, Interagency Attorney

TITLE:

AGREEMENT FOR INTERIM MANAGEMENT CONSULTING SERVICES BETWEEN ARROYO SECO GROUNDWATER SUSTAINABILITY AGENCY AND NORTH TREE ENTERPRISES, INC.

BACKGROUND:

On June 27, 2017, the Arroyo Seco Groundwater Sustainability Agency's Board of Directors appointed Curtis Weeks to serve as the Interim General Manager for the ASGSA. The attached draft agreement is to memorialize the action taken by the Board on June 27, 2017, and to retain Mr. Weeks, via North Tree Enterprises, Inc., to serve as the Interim General Manager pursuant to the terms and conditions set forth in the agreement.

STAFF RECOMMENDATION:

Staff recommends that the Directors of the ASGSA approve the Agreement for Interim Management Consulting Services Between Arroyo Seco Groundwater Sustainability Agency and North Tree Enterprises, Inc.

ATTACHED:

Agreement for Interim Management Consulting Services Between Arroyo Seco Groundwater Sustainability Agency and North Tree Enterprises, Inc.

**AGREEMENT FOR INTERIM MANAGEMENT CONSULTING SERVICES
BETWEEN ARROYO SECO GROUNDWATER SUSTAINABILITY AGENCY AND
NORTH TREE ENTERPRISES, INC.**

This AGREEMENT FOR INTERIM MANAGEMENT CONSULTING SERVICES (“Agreement”) is made and entered, as of the last date next to the signatures below, by and between Arroyo Seco Groundwater Sustainability Agency (“ASGSA”) and North Tree Enterprises, Inc., a California Corporation (“Consultant”).

RECITALS

WHEREAS, ASGSA requires management and consulting services to meet its obligations under the Sustainable Groundwater Management Act (“SGMA”);

WHEREAS, Consultant is experienced and qualified to perform management and consulting services necessary for ASGSA to meet its obligations under the SGMA;

WHEREAS, ASGSA desires to engage Consultant, on an interim basis, to perform the management and consulting services consistent with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES. ASGSA hereby engages Consultant as an independent contractor to perform the consulting services of an Interim General Manager for the purpose of performing groundwater sustainability planning as required under SGMA. Consultant agrees to perform the services set forth in Exhibit A, which is attached hereto and made a part of this Agreement. Consultant designates the following individual(s) as Consultant’s employee to perform said services: Curtis V. Weeks.

SECTION 2. ADDITIONAL SERVICES. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit A, unless such additional services are authorized in advance and in writing by ASGSA. Consultant shall be compensated for any such additional services in the amounts and in the manner mutually agreed to by the parties in writing.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, ASGSA agrees to pay Consultant the amounts specified herein. ASGSA will pay Consultant, as full compensation for performance of the services described in Exhibit A of this Agreement, Six Thousand Dollars (\$6,000) a month for forty (40) hours a month of services. ASGSA shall also reimburse Consultant for reasonable and documented Reimbursable Expenses. Absent prior written consent of the ASGSA’s Board of Directors, Consultant’s total reimbursement for Reimbursable Expenses shall not exceed Five Hundred Dollars (\$500.00) per month, which is Consultant’s estimate of the

maximum total monthly cost of Reimbursable Expenses. "Reimbursable Expenses" means Consultant's actual and direct out-of-pocket expenses, without markup, incurred in performance of the services to be provided under this Agreement, including fax, reproduction expense (excluding expense for reproduction for Consultant's office use), postage, messenger, transportation, travel, and long distance communications. Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead, including technology hardware and software, or insurance premiums); nor do they include expenses incurred in connection with services that result from Consultant's wrongful acts or omissions.

(b) Consultant shall submit an invoice on a monthly basis, and except for any charges for work performed or expenses incurred by Consultant which are disputed by ASGSA, ASGSA shall pay the invoice within sixty (60) day of receipt of the invoice. Payment may be made by, and Consultant will accept, payment from Clark Colony Water Company and ASGSA of Greenfield on behalf of ASGSA; provided, however, that ASGSA is solely responsible and liable for payment to Consultant for the services rendered.

(c) The sum stated in sub-paragraph (a) above shall be the total ASGSA shall pay for the services to be rendered by Consultant pursuant to this Agreement. ASGSA shall not pay any additional sum for the work to be performed pursuant to this Agreement, or for extra, further or additional services related to this Agreement, unless such service and the price therefore is agreed to in writing or by amendment to this Agreement and duly approved and executed by ASGSA.

SECTION 4. OWNERSHIP OF DOCUMENTS. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of ASGSA and may be used, reused or otherwise disposed of by ASGSA without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to ASGSA all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

SECTION 5. CONSULTANT'S BOOKS AND RECORDS.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to ASGSA pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business

hours, upon written request by ASGSA or its designated representative. Copies of such documents or records shall be provided directly to ASGSA for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

(c) Where ASGSA has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Consultant's business, ASGSA may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to ASGSA, as well as to its successors-in-interest and authorized representatives.

SECTION 6. STATUS OF CONSULTANT.

(a) Consultant is and shall at all times during the terms of this Agreement remain a wholly independent contractor and not an officer, employee or agent of ASGSA. Consultant shall have no authority to bind ASGSA in any manner or to incur any obligation, debt or liability of any kind on behalf of or against ASGSA, whether by contract or otherwise, unless such authority is conferred under this Agreement or is otherwise expressly conferred in writing by ASGSA.

(b) 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 elected or appointed boards, officers, officials, employees or agents of ASGSA, 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 Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of ASGSA.

(c) Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 7. NO WITHHOLDING. All sums of money paid to Consultant pursuant to this Agreement shall be paid without deduction or withholding of federal or state payroll or employment taxes of any kind or nature including but not limited to, income taxes, social security taxes, unemployment taxes, disability insurance taxes and similar items, and shall be evidenced by one or more Forms 1099 issued by ASGSA to Consultant in accordance with applicable law.

SECTION 8. STANDARD OF PERFORMANCE. Consultant represents and warrants that Consultant has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

SECTION 9. COMPLIANCE WITH APPLICABLE LAWS, PERMITS AND LICENSES.

Consultant shall keep himself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither ASGSA, nor any elected or appointed boards, officers, officials, employees or agents of ASGSA, shall be liable at law or in equity as a result of any failure of Consultant to comply with this section.

SECTION 10. NONDISCRIMINATION. Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability, marital status or sexual orientation in connection with or related to the performance of this Agreement.

SECTION 11. CONFLICTS OF INTEREST. Consultant covenants that neither he, nor any officer or principal of his firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of ASGSA or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of ASGSA. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of ASGSA in the performance of this Agreement.

SECTION 12. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than ASGSA without prior written authorization from ASGSA, except as may be required by law.

(b) Consultant, his officers, employees, agents or subcontractors, shall not, without prior written authorization from ASGSA or unless requested by ASGSA's Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives ASGSA notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then ASGSA shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify ASGSA should Consultant, its officer, 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 party regarding this Agreement and the work performed thereunder.

ASGSA retains the right, but has no obligation, to represent Consultant 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, this right to review any such response does not imply or mean the right by ASGSA to control, direct, or rewrite said response.

SECTION 13. INDEMNIFICATION.

(a) Consultant agrees to indemnify and hold harmless ASGSA and its elected and appointed boards, officials, officers, attorneys, agents, employees and volunteers (individually and collectively, "Indemnitees") from any and all claims, demands, costs or liability determined by a court of competent jurisdiction to have arisen from or to be connected with Consultant's negligent, or deliberately wrongful acts, errors, or omissions in connection with the performance of this Agreement. Likewise, ASGSA agrees to indemnify and hold harmless Consultant and its officers, employees, and sub-consultants from any and all claims, demands, costs or liability determined by a court of competent jurisdiction to have arisen from or to be connected with ASGSA's negligent, or deliberately wrongful acts, errors, or omissions in connection with the performance of this Agreement.

(b) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from ASGSA, shall defend Indemnitees at Consultant's expense by counsel acceptable to ASGSA, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Consultant under Section 14 shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

SECTION 14. INSURANCE. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement insurance, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Consultant, its agents, representatives or employees in performance of this Agreement. Within ten (10) days of the parties' execution of this Agreement, Consultant shall deliver to ASGSA certificates of insurance evidencing the minimum coverages set forth in Exhibit B of this Agreement, which is attached hereto and made a part of this Agreement.

SECTION 15. ASSIGNMENT. The expertise and experience of Consultant are material considerations for this Agreement. ASGSA has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under the Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of ASGSA, which may be withheld, conditioned, or delayed by ASGSA within its sole and absolute discretion.

SECTION 16. SUB-CONSULTANTS. Except with prior written approval of ASGSA, Consultant shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement. In the event that Consultant employs sub-consultants or any person or entity involved by, for, with, or on behalf of Consultant in the performance or subject matter of this Agreement (“Sub-consultant”), it shall be the Consultant’s responsibility to require and confirm that each Sub-consultant meets the minimum insurance requirements specified above. Consultant shall require all Sub-consultants to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencing any work, and will provide proof of compliance to ASGSA. Sub-consultants are to be bound to Consultant and to ASGSA in the same manner and to the same extent as the Consultant is bound to ASGSA under this Agreement. Consultant shall be responsible to ASGSA for the performance of any and all Sub-consultants who perform work under this Agreement and any acts of negligence on their part. Consultant is solely responsible for all payments due to Sub-consultants.

SECTION 17. TERMINATION OF AGREEMENT. The Agreement shall be terminated if either of the following occur:

- (a) The parties mutually agree in writing to terminate the Agreement; or
- (b) Upon thirty (30) days written notice that ASGSA, without or without cause, has elected to terminate the Agreement.

If the Agreement is terminated pursuant to this Section 17, Consultant shall be paid for the services rendered up through and until the date of such termination.

SECTION 18. DEFAULT. Notwithstanding anything in this Agreement to the contrary, in the event that Consultant is in material default under the terms of this Agreement, ASGSA shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 19. EXCUSABLE DELAYS. Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of ASGSA, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 20. COOPERATION BY ASGSA. All public information, data, reports and maps as are existing and available to ASGSA as public records, and which are necessary for carrying out the work as outlined in Exhibit A, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 21. NOTICES. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To ASGSA: Arroyo Seco Groundwater Sustainability Agency
c/o City of Greenfield
Attn: City Manager
599 El Camino Real
Greenfield, CA 93927

To Consultant: North Tree Enterprises, Inc.
Attn: Curtis V. Weeks
550 Hartnell St., Suite C
Monterey, CA 9394

SECTION 22. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the Consultant represents and warrants that they have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

SECTION 23. BINDING-EFFECT. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 24. MODIFICATION OF AGREEMENT. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by ASGSA.

SECTION 25. WAIVER. Waiver by any party to this Agreement or any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by ASGSA of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

SECTION 26. LAW TO GOVERN; VENUE. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue shall lie exclusively in the County of Monterey, subject to motion to transfer.

SECTION 27. ATTORNEY'S FEES, COSTS AND EXPENSES. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 28. ENTIRE AGREEMENT. This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and ASGSA prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which is not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 29. SEVERABILITY. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 30. PREPARATION OF AGREEMENT. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties therefore expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney and will be construed accordingly.

SECTION 31. GOOD FAITH AND FAIR DEALING. The parties hereto acknowledge and agree that the performances required by the provisions of this Agreement shall be undertaken in good faith, and with both parties dealing fairly with each other.

SECTION 32. NO THIRD PARTY BENEFICIARIES. This Agreement does not create, and shall not be construed to create, any rights enforceable by any person, partnership, corporation, joint venture, Limited Liability Company or other form of organization or association of any kind that is not a party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date shown below.

**ARROYO SECO GROUNDWATER
SUSTAINABILITY AGENCY**

By: _____
Jim Thorp, Chair
Board of Directors

NORTH TREE ENTERPRISES, INC.

By: _____
Curtis V. Weeks
President and CEO

EXHIBIT A

SCOPE OF SERVICES

Under the direction of the ASGSA Board of Directors, the scope of services for the Interim General Manager (GM) position will be primarily to develop and manage the ASGSA organization. Routine tasks will include managing operations, maintaining inter and intra agency communications, and providing guidance and oversight of staff and consultant functions of the ASGSA. The GM will work with the ASGSA's Board to develop and implement budgets, and financial strategies. The GM will work with the ASGSA Board to adequately staff (if needed) the ASGSA. The GM will coordinate with legal, accounting, financial, and other support services for the ASGSA. The scope of services will include the following tasks:

- Contract with consulting firms qualified to develop a Ground Water Sustainability Plan (GSP) that is consistent with the Sustainable Groundwater Management Act (SGMA) regulatory requirements and meets the needs of the ASGSA.
- Establish and maintain effective and cooperative working relationships with ASGSA Board Members, employees, officials, and the general public.
- Serve as the General Manager to the ASGSA's Board of Directors.
- Coordinate ASGSA activities with other agencies and organizations.
- Provide legislative direction/advice to ASGSA's Board of Directors.
- Work with the ASGSA Board of Director's in developing priorities and implement ASGSA policies, and communicate with the public regarding such priorities and polices.
- Serve as the principal spokesperson for the ASGSA and represent the ASGSA at public and professional functions; oversee public information and public education programs, and coordinates media relations.
- Oversee the development and implementation of a Ground Water Sustainability Plan, that will be successful in achieving long-term ground water sustainability and achieving the goals outlined in SGMA.

EXHIBIT B

MINIMUM INSURANCE COVERAGES

Commercial General Liability:

- \$1,000,000.00 each occurrence; and
- \$2,000,000.00 in the aggregate.

Automobile Liability:

- \$1,000,000 combined single limit.

Workers Compensation and Employer's Liability:

- As required by Labor Code section 3200, *et seq.*