

Cuyama Basin Groundwater Sustainability Agency

Board of Directors

Derek Yurosek Chairperson, Cuyama Basin Water District
Lynn Compton Vice Chairperson, Co. of San Luis Obispo
Das Williams Santa Barbara Co. Water Agency
Cory Bantilan Santa Barbara Co. Water Agency
Glenn Shephard Co. of Ventura
David Couch Co. of Kern

Paul Chounet Cuyama Community Services District
George Cappello Cuyama Basin Water District
Byron Albano Cuyama Basin Water District
Jane Wooster Cuyama Basin Water District
Tom Bracken Cuyama Basin Water District

Agenda **October 9, 2017**

Agenda for a special meeting of the Cuyama Basin Groundwater Sustainability Agency Board of Directors to be held on Monday, October 9, 2017, at 4:00 PM, at the Cuyama Valley Family Resource Center, 4689 CA-166, New Cuyama, CA 93254

In compliance with the Americans with Disabilities Act, if you need disability-related modifications or accommodations, including auxiliary aids or services, to participate in this meeting, please contact Matt Young at (805) 568-3546 by 4:00 p.m. on the Friday prior to this meeting. Agenda backup information and any public records provided to the Board after the posting of the agenda for this meeting will be available for public review at 4885 Primero Street, New Cuyama, California. The Cuyama Basin Groundwater Sustainability Agency reserves the right to limit each speaker to three (3) minutes per subject or topic.

- 1. Call to order**
- 2. Roll call**
- 3. Pledge of Allegiance**
- 4. Board interview of GSA Executive Director candidates. The length of each interview will be 45 minutes and will begin at the times shown below, with a break of 10 minutes between interviews. The order and timing of the interviews, however, are estimates. Members of the public are encouraged to arrive at the commencement of the meeting to ensure they are present for all of the interviews in the event that circumstances warrant changes in the order or timing. Proposed interview questions from the public for the candidates will be accepted for consideration by the Board and must be submitted to Carolyn Berg [cberg@co.slo.ca.us] and Catherine Martin [cmmartin@co.slo.ca.us] by 5:00 PM on October 6, 2017.**
 - 4.1. Richard Sweet [4:10 – 4:55 PM]**
 - 4.2. Bryan Bondy [5:05 – 5:50 PM]**
 - 4.3. Jim Beck [6:00 – 6:45 PM]**
- 5. Closed Session**
 - 5.1. Public Employee (Govt. Code, § 54957.)**

Appointment / Recruitment:
Title: Executive Director
- 6. Public comment regarding Executive Director candidate interviews, consideration of candidates and selection of successful candidate for the Executive Director position, and possible action to approve a professional services contract with the successful candidate.**

7. Public comment for items not on the Agenda

At this time, the public may address the Board on any item not appearing on the agenda that is within the subject matter jurisdiction of the Board. Persons wishing to address the board should fill out a comment card and submit it to the board chair prior to the meeting. Unscheduled comments will be limited to three minutes.

8. Adjourn

TO: Cuyama Basin Groundwater Sustainability Agency Board of Directors
FROM: Carolyn Berg, Interim Secretary
DATE: October 9, 2017
SUBJECT: Agenda Item #4: Board interview of GSA Executive Director candidates

Recommendation

Review the Executive Directors Statement of Qualifications and Contracts to prepare for the Executive Directors interview

Discussion

On October 4, 2017, the Cuyama Basin GSA Board directed staff to post the Executive Directors' Statement of Qualifications and Contracts with the agenda for the Special Meeting on October 9, 2017. For the Special Meeting, each of the three candidates will be interviewed with ten questions in 45 minutes. The ten questions are compiled from staff and public comments received by October 6, 2017 at 5:00 PM. Interview questions will be distributed at the meeting.

Attachments:

1. Richard Sweet:
 - a. Statement of Qualifications
 - b. Proposed Contract
2. Bondy Groundwater Consulting:
 - a. Statement of Qualifications
 - b. Proposed Contract
3. Hallmark Group: Statement of Qualifications
 - a. Statement of Qualifications
 - b. Revised Cost Estimate
 - c. Proposed Contract

Cuyama Basin Groundwater
Sustainability Agency

Response to Request for Qualifications
For Executive Director

July 27, 2017

Submitted by: Richard G Sweet PE

It is with great pleasure that I submit this response to the Request for Qualifications for Executive Director for the Cuyama Valley Groundwater Basin Sustainability Agency (GSA). Groundwater basin management is entering a new and exciting phase in the State of California and I am excited to be considered for a role in this new era.

I have spent over thirty-four years in public service and have been fortunate enough to have the opportunity to advance from a staff engineer to hold the positions of City Engineer, Director of Public Works, Director of Utilities and Manager of a Special District.

During the preparation of this proposal I had the opportunity to speak with Matt Young and Tom Fayram with the Santa Barbara County Water Agency to gain a better understanding of the needs of the GSA.

General Firm Information

Richard G. Sweet, PE is a sole proprietor and is located at:

551 Amber Lane
Santa Maria, CA 93454

Phone: (805) 878-3671

I have been acting as a sole proprietor for 2-1/2 years.

Applicable Experience

During my ten-year tenure as Director of Utilities for the City of Santa Maria, I was elected to chair the Twitchell Management Authority (TMA). The TMA is the court appointed attaché that is responsible for insuring that recharge levels in the basin continue to insure the sustain the the basin, manage the monitoring of basin levels, and report the condition of the basin to the Superior Court for the Santa Maria Management Area of the Santa Maria Groundwater Basin; an adjudicated basin. The board of the TMA consists of both municipal and agricultural interests. I was the first Chairman of the TMA. Upon initiation of the TMA a budget and assessment system was established, meetings begun, a budget prepared and operational criteria established. During my tenure, projects were undertaken to ensure the operability of Twitchell Reservoir. Annual reports of the condition of the groundwater basin were prepared by the management area engineer, reviewed by the public, presented in a public forum and submitted to the Court for their review and acceptance.

As Director of Utilities I was responsible for the operation of a municipal water utility that supplied domestic water to a population of over 100,000 individuals or 22,000 accounts. Water supply was from both groundwater and a California State Water Project allocation of 17,820 acre-feet through the Central Coast Water Authority (CCWA) and the County of Santa Barbara. The complexity of the water utility required negotiations with numerous water providers in Santa Barbara County, the ability to interface with decision makers at all levels and the ability to arrive at a satisfactory conclusion for diverse parties.

As the Manager of the South San Luis Obispo County Sanitation District (SSLOCSD), I managed a special district charged with the operation of a wastewater plant that serves approximately 35,000 individuals for the central coast jurisdictions of Arroyo Grande, Grover Beach and Oceano. I managed a permanent staff of eight, prepared Board agendas and staff reports for the board's consideration, prepared request for proposals for services including insurance, district counsel, project design, construction management, operational evaluations, and investigations, prepared the annual operating budget and verified that expenditures complied with the budget guidelines. Coordinating with District Counsel, I insured that the SSLOCSD complied with the requirements of the Ralph M Brown Act.

Project Team Experience

Resume attached.

Project Approach

While the Joint Exercise of Powers Agreement for the Cuyama Basin Groundwater Sustainability Agency (CBGSA) defines the purpose, powers, membership and voting percentages, officers, meetings of the board, approvals by a majority and supermajority, accounting and budget criteria, and related provisions, the method of implementation and operation requires a collaborative effort by the Board.

To foster a collaborative environment it is important to define the needs and goals of each Board member. To accomplish this it will be required that each board member is listened to directly and, if they feel comfortable, exclusively. I would propose meeting with each Board member within sixty days of appointment as Executive Director.

Subsequently I would propose to the Board establishing a goal setting exercise to set short, immediate and long-term priorities. Each goal would be assigned a cost estimate, resource assignment and timeline to provide the Board information to assist in goal selection and prioritization. This exercise will establish the road map for the District to achieve successful preparation of the Groundwater Sustainability Plan (GSP) by 2020.

General Administrative Information

Proprietary Statement

Nothing contained in this submittal is proprietary.

Insurance

I will work with the GSA counsel to determine insurance deemed necessary by the Board. I will acquire such insurance.

Consulting Rates

It is proposed that work on this project be paid at a rate of one hundred and fifty dollars (\$150) per hour. Travel will be paid at seventy-five dollars (\$75) per hour and fifty-five (55) cents per mile. This will include trips from my place of business, as noted in this proposal, to Board meetings, meetings with Board members, meetings with regulatory bodies or any other travel necessary to facilitate the business of the District.

Prints will be charged at twenty-five (25) cents a copy or direct cost as identified by a print shop. There will be no charge for computer needs that can be accommodated by a 2016 Apple Macbook with standard business software.

Estimate Cost and Timing

The essential timing element is the completion of the GSP by 2020. The proposal identifies the broad view of the method proposed to achieve this. Cost to achieve this will be at the direction of the Board.

Richard Sweet

551 Amber Lane, Santa Maria, CA 93454
Home: (805) 928-8260 - Cell: (805) 878-3671:rick.sweet@comcast.net

Executive Profile

Accomplished public enterprise engineering manager with a focus on customer service, fund development, regional coordination, employee development, grant acquisition, special district management and a passion for the complexities of water management in California.

Skill Highlights

- Customer Service
- Proven Leader
- Grant Acquisition
- Special District Management
- Water Management
- Marketing and Communication
- Project Management
- Team Building

Core Accomplishments

Water Management

- Chairman Of the Twitchell Management Authority, court appointed attaché to monitor the Santa Maria Groundwater Basin.
- Member Central Coast Water Authority Operating Committee
- Manage the development of the basin Salt and Nutrient Plan.
- Manage the Storm Water Management Plan implementation and adoption.
- Member Santa Barbara County Water Purveyors
- Alternate Board Member to Central Coast Water Authority

Grant Acquisition

- \$50 million of Federal Funding to rehabilitate the Santa Maria River Levee to relieve the City from the threat of flood insurance
- \$5 million of Proposition 50 funding for Wastewater Treatment Plant Rehabilitation and Expansion
- \$30 million to widen US 101 in Santa Maria from 4 lanes to 6 lanes
- \$30 million in State Transportation Improvement Plan to widen Santa Maria River Bridge

Enterprise Fund Stabilization

- Faced with declining revenue and cash balance, developed and implemented a plan to increase revenue and refinance debt to stabilize water and solid waste funds.

Professional Experience

Richard G Sweet, PE

January 2015 to Present

Worked with municipal clients to assist in water acquisitions, water demand analysis, investigations of operations, and analysis of wastewater operations.

Special District Manager

January 2014 to October 2015

South San Luis Obispo County Sanitation District

Managed the operation and administration of a special district that supplies wastewater treatment to 35,000 residents. Included acquisition of services, preparation of budget, preparation of board agendas and staff reports, and management of full time staff.

Director of Utilities

June 2005 to 2015

City of Santa Maria – Santa Maria, CA

Manager of the Utilities Department of the City of Santa Maria. The Utilities Department is a \$70 million annual revenue enterprise that provides water, sewer, landfill, solid waste collection, flood control, street sweeping and regulatory management services to the citizens of Santa Maria.

Director of Public Works

January 2005 to January 2006

City of Santa Maria – Santa Maria, CA

Manage all engineering services, roadway operations, maintenance and improvements, City facility maintenance and operations, and fleet services including vehicle maintenance and acquisition of new vehicles.

City Engineer

October 1990 to January 2005

City of Santa Maria – Santa Maria, CA

Managed all engineering services for Santa Maria including capital improvement, development services, traffic and construction management. During this period the City grew from a population of 65,000 to 100,000. Facilities constructed included water reservoirs, water blending facility, domestic water supply wells, major water transmission lines, sewer lines, fire station, youth center, municipal pool, major roadways and bridges.

Capital Projects Engineer

December 1986 to October 1990

City of Santa Maria – Santa Maria, CA

Responsible for environmental document preparation, property acquisition, and design for all capital improvements.

Transportation Engineer

May 1983 to December 1986

California Department of Transportation – Fresno, CA

Design, construction management, traffic operations on State Highway system.

Education

California State University Fresno

Fresno, CA

Civil Engineering

BSCE

Certifications

Registered Civil Engineer, State of California (44213)

AGREEMENT FOR EXECUTIVE DIRECTOR
CUYAMA BASIN GROUNDWATER SUSTAINABILITY AGENCY

This Agreement is made by and between the Cuyama Basin Groundwater Sustainability Agency (“Agency”) and Richard G. Sweet, PE for the position of Executive Director.

RECITALS

A. The Agency needs prompt access to administrative services from a skilled technical and manager whose qualifications have been reviewed and approved by Agency according to terms which have been agreed in advance; and

B. Agency requested proposals for the position of Executive Director; and

C. Agency wishes to hire Executive Director to provide technical and administrative services as an independent contractor.

Now, therefore, Agency and Richard Sweet agree:

1. Agency hereby hires Richard Sweet to provide technical and administrative services as specified in this Agreement. Richard Sweet will utilize special technical skills to provide services of Executive Director to the Agency.

2. Richard Sweet shall be paid at the hourly rate of \$150 as needed for technical and administrative services as Executive Director. Travel from Richard Sweet’s place of business as identified within this agreement will be paid at \$75.00 per hour and \$0.55 per mile. The Agency makes no promise that any minimum number of hours will be requested. If business costs increase, Richard Sweet may raise the hourly rate by providing one month’s advance written notice to the Agency. These services include:

- a. Agency Board Meetings – Under Direction of the Agency Chair, prepare Board agenda and items for Board consideration. Attendance at all Board meetings by Richard Sweet.
- b. Perform the services of Executive Director as identified by the Board.
- c. Prepare request for proposals, contracts and agreements to retain services as directed by the Board.
- d. Richard Sweet will utilize specialized technical expertise pertaining to Agency in performing the services to be provided.
- e. Operations Support – Define and provide for operational needs.
- f. Budget Management and Control – Allocate revenue and expenditures to achieve Agency goals and objectives.

- g. Management of Agency Capital and Maintenance Projects – Utilize Project Management skills to manage projects for maintenance and capital needs of the Agency.

3. Richard Sweet agrees to provide services in a prompt and competent fashion and will determine the order and sequencing of the services. It is understood that Richard Sweet is free to engage in employment or to serve as independent consultants elsewhere.

4. Richard Sweet will prepare monthly billing statements for services. The Agency Board will approve consulting fees as part of the general warrant approval process prior to payment.

5. Richard Sweet comply with Federal, State and Agency conflict-related rules and regulations. Richard Sweet agrees to at all times avoid conflicts of interest, with the interests of the Agency in the performance of duties of Executive Director. Richard Sweet further agrees to avoid personal involvement in situations that are inconsistent or incompatible with providing services to the Agency. Richard Sweet will file form 700 Statements of Economic Interest as consultant.

6. Any modifications to this Agreement must be in writing and signed by the party to be charged.

- 7. Notices required under this Agreement shall be sent to the following:
DISTRICT:

CUYAMA BASIN GROUNDWATER SUSTAINABILITY AGENCY

RICHARD G. SWEET
551 Amber Lane
Santa Maria, CA 93454
With a copy to: rick.sweet@comcast.net

Notices given pursuant to this Agreement shall be deemed received as follows:

- (a) If sent by United States Mail – 5 calendar days after deposit into United States Mail, first-class postage prepaid.
- (b) If by express courier service or hand-delivery – on the date of receipt by the receiving party.

Addresses set forth for notices may be changed upon written notice to Agency or Richard Sweet, as appropriate.

8. Indemnification. Except in the event of reckless or intentional misconduct by Richard Sweet, and excluding any motor vehicle accidents or professional liability claims, Agency agrees to indemnify, hold harmless, and defend Richard Sweet from any and all charges, complaints, claims, liabilities, obligations, demands, suits, actions, damages, debts and expenses (including attorney's fees and costs actually incurred) hereinafter made, or brought, arising out of the Executive Director services performed by Richard Sweet within the scope of this Agreement.

9. This Agreement is effective on _____.

CUYAMA BASIN GROUNDWATER SUSTAINABILITY AGENCY:

By: _____ Chairman
CUYAMA BASIN GROUNDWATER SUSTAINABILITY AGENCY
Board of Directors

Date: _____

:

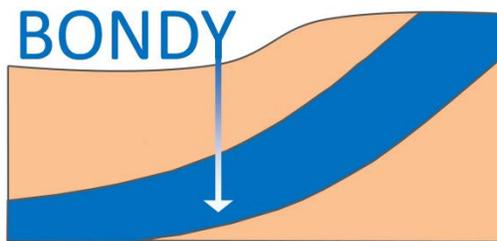
RICHARD SWEET, PE

Date: _____

**Statement of Qualifications for:
Consulting Services for Executive Director
Cuyama Basin Groundwater Sustainability Agency**



Presented by:



Groundwater Consulting, Inc.

I. Letter of Transmittal

July 31, 2017

Bryan Bondy, President
Bondy Groundwater Consulting Inc.
9452 Telephone Road, #112
Ventura, CA 93004

Mr. Matt Young
Santa Barbara County Water Agency
130 E. Victoria Street, Suite 200
Santa Barbara, CA 93101

RE: Request for Qualifications - Cuyama Basin GSA Executive Director

Dear Mr. Young,

Thank you for the opportunity to submit this statement of qualifications (SOQ) for the Cuyama Basin Groundwater Sustainability Agency (CBGSA) Executive Director consulting services.

Bondy Groundwater Consulting Inc. (BGC) is a single person firm founded by Bryan Bondy who has considerable public and private sector experience addressing groundwater management issues in California. As described below and in the SOQ, I have the requisite skills and experience needed to lead CBGSA to the successful completion and implementation of a Groundwater Sustainability Plan. BGC is located in Ventura, a manageable distance from the Cuyama Basin.

BGC offers:

- **Public Water Agency Management Experience.** I have over eight years of public water agency experience, including five years of service on the management team at Calleguas Municipal Water District and three years of service as the Groundwater Policy Senior Hydrogeologist in a unique inter-agency position for Calleguas Municipal Water District, United Water Conservation District, and Fox Canyon Groundwater Agency. In these positions I was responsible for addressing complex legal and technical issues and learned the art of inter-agency coordination and managing conflicting objectives of different organizations. My unique blend of public water agency and private sector consulting experience enables me to more effectively manage complex projects, such as the development of a GSP.
- **Extensive SGMA Experience.** Since 2015, I have served on the Fox Canyon Groundwater Management Agency's Board-appointed Technical Advisory Group, which is overseeing the development of what may be the first four Groundwater Sustainability Plans (GSPs) to be completed in the State. In addition, I am an advisor to multiple public agencies for multiple GSPs in San Diego County. As such, I have hands-on experience

Statement of Qualifications for Cuyama Basin GSA Executive Director

with the GSP regulations and BMPs. In addition to this project experience, I am a member of the Association of California Water Agencies (ACWA) Groundwater Committee and am an officer of the Groundwater Resources Association of California (GRAC) Central Coast Branch. My participation in these professional organizations helps keep me updated on the latest GSP developments.

- **Stakeholder Engagement Experience.** I have served as an advisor to stakeholder groups concerning GSP issues within the Fox Canyon GMA basins. Specifically, I have worked with the Las Posas Valley Basin Groundwater Users Group for nearly a decade and recently facilitated the group's development of a proposed groundwater pumping allocation plan for the GSP.
- **Cost-Effective and Efficient Services.** Because I am an independent consultant, I can provide the desired services at very competitive rates without the additional overhead and inefficiency of larger consulting firms. My proposed billing rate is approximately 20% less than my competitors.

Thank you for considering this submittal. Should my firm be selected, I am committed to providing the services to the CBGSA. I hope to build a long-term partnership with you and help you work toward completing and implementing the GSP in the most cost-effective manner possible.

Sincerely,



Bryan Bondy, President
Bondy Groundwater Consulting, Inc.

II. General Firm Information



Since 2009, Mr. Bondy has provided independent professional consulting services to various clients, with a focus on groundwater management. From 2009 through 2015, Mr. Bondy provided these services on a part-time basis in addition to his full time employment duties. In 2016, Mr. Bondy founded BGC so that he could dedicate himself on a full-time basis to servicing the growing need for

groundwater professionals to address groundwater management, planning, and development needs in California.

BGC does not have any employees, relying instead on strategic partnerships with other professionals and firms best suited to service specific client needs.

<i>Key Information for Bondy Groundwater Consulting, Inc.</i>	
<i>Firm Location</i>	<i>Ventura, CA</i>
<i>Number of Employees</i>	<i>1 (owner only)</i>
<i>Owner's Experience</i>	<i>21 years</i>
<i>Years in Business</i>	<i>8 (one incorporated as BGC)</i>

III. Applicable Experience

Mr. Bondy is the person who would serve as the Executive Director. The following is a brief summary of Mr. Bondy's background and experience, followed by several project descriptions. Additional projects are summarized in Mr. Bondy's resume, which is included in the attachment to this SOQ.

Mr. Bondy has over 20 years of public water agency and private sector consulting experience conducting a wide range of groundwater projects in California. Mr. Bondy's experience includes SGMA GSP development, groundwater supply studies, groundwater modeling, grant writing, grant management, and well design/construction. Mr. Bondy, has a Master's Degree in Hydrogeology and is a State of California Professional Geologist and Certified Hydrogeologist.

Specific to the CBGSA's needs, Mr. Bondy has experience managing complex projects for public water agencies. Mr. Bondy serves on the management team of Calleguas Municipal Water District (MWD) (formerly as an employee and now under contract), where he is responsible for addressing legal and technical issues related to operation of the District's groundwater aquifer storage and recovery project. In his capacity as the Contract Groundwater Manager, Mr. Bondy has managed numerous studies for the District and has worked extensively with other groundwater users in the basin surrounding the aquifer storage and recovery project. Mr. Bondy's duties on the management team have routinely included performing the types of administrative and management duties that will be required of the Executive Director (i.e. preparing meeting agendas, preparing meeting minutes, managing consultants, coordinating with legal counsel, procuring services, communication with the public, being a point of contact for the agency).

Statement of Qualifications for Cuyama Basin GSA Executive Director

Prior to serving at Calleguas MWD, Mr. Bondy's other public water agency service was the Groundwater Policy Senior Hydrogeologist, a unique inter-agency position for Calleguas Municipal Water District, United Water Conservation District, and Fox Canyon Groundwater Agency (Fox Canyon GMA) that was responsible for addressing groundwater management issues affecting the three agencies. It was in this role that Mr. Bondy learned the art of inter-agency coordination and managing conflicting objectives of different organizations. In this position, Mr. Bondy routinely prepared agendas and staff reports for meetings of the Fox Canyon Groundwater Management Agency Board of Directors and committees and worked with members of the public.

The CBGSA Executive Director will also need to have a solid understanding of the SGMA and GSP requirements to effectively manage the work. Mr. Bondy is working in various capacities on six GSPs and, therefore, has considerable experience with SGMA GSP development. Mr. Bondy is a Board-appointed member of the Fox Canyon GMA's Technical Advisory Group that is reviewing four GSPs currently under development. Notably, Mr. Bondy's appointment to the Fox Canyon GMA's Technical Advisory Group came from the agricultural representative on the Board of Directors even though Mr. Bondy was, at the time of appointment, employed by a municipal water district within the Fox Canyon GMA's jurisdiction. The fact that the agricultural community supported this appointment is a testament to Mr. Bondy's trustworthiness, respect, and professionalism. Mr. Bondy also serves as an advisor to Yuima Municipal Water District for the San Luis Rey Valley GSP and is part of a consultant team advising the City of San Diego on the development of GSPs in multiple groundwater basins in San Diego County.

The CBGSA Executive Director will also need to be capable of working with the stakeholders that will be regulated under SGMA and the public. Mr. Bondy has considerable relevant experience working with stakeholders on GSP issues. For nearly a decade, Mr. Bondy has worked with the Las Posas Valley Basin Groundwater Users Group on groundwater management issues and recently facilitated the group's development of a proposed groundwater pumping allocation plan for the GSP.

The CBGSA Executive Director should be expected to stay on the cutting edge of SGMA. Mr. Bondy will stay on the cutting edge by virtue of his participation in numerous GSP projects and his participation in professional associations. Mr. Bondy is a member of the Association of California Water Agencies (ACWA) Groundwater Committee and participated on its Groundwater Monitoring subcommittee, which developed guidance for monitoring that helped frame the GSP monitoring Best Management Practices. Mr. Bondy is also a member of the Groundwater Resources Association of California (GRAC) and is an officer of the Central Coast Branch. Both of these professional associations work closely on SGMA/GSP issues with DWR and were instrumental in framing the SGMA legislation, GSP regulations, and BMPs. Through his continued participation in these professional associations, Mr. Bondy will keep informed on GSP regulations, BMPs, and successful approaches being employed throughout the State.

The following pages describe several selected projects performed by Mr. Bondy that provide descriptions of the skills and experience needed to serve as the Executive Director.

Statement of Qualifications for Cuyama Basin GSA Executive Director

Project: Groundwater Manager

Client: Calleguas Municipal Water District

Timeframe: 2012-current

Description: Mr. Bondy has served on Calleguas MWD's management team as the Groundwater Manager since 2012. In July 2016, Mr. Bondy's role transitioned to a Contract Groundwater Manager position serviced through BGC.

Mr. Bondy's responsibilities as an employee (and now as a consultant) include addressing legal and technical issues related to the operation of Calleguas MWD's groundwater aquifer storage and recovery project. Mr. Bondy has managed numerous studies for the District and has worked extensively with other groundwater users in the basin surrounding the aquifer storage and recovery project. Mr. Bondy is also responsible for working with other groundwater users in the basin to monitor groundwater conditions and address concerns about the operation of the aquifer storage and recovery project.

Mr. Bondy's duties on the management team have routinely included performing the administrative and management duties that will be required of the Executive Director (i.e. preparing meeting agendas, preparing meeting minutes, managing consultants, coordinating with legal counsel, procuring services, communication with the public, being a point of contact for the agency).

Project Reference: Calleguas MWD General Manager: Susan Mulligan (805) 579-7115; SMulligan@calleguas.com



Project: SGMA Stakeholder Group Advisor and Facilitator

Client: Las Posas Valley Basin Users Group

Timeframe: 2009-current

Description: Mr. Bondy has served as the Las Posas Valley Groundwater Basin Users Group’s (a.k.a. “LPUG”) technical advisor and facilitator since 2009. During this time Mr. Bondy has educated the stakeholders on the basin groundwater hydrology, groundwater management issues, and has led the group through a groundwater management planning process (prior to SGMA).

In 2015, the Fox Canyon Groundwater Management Agency asked LPUG to develop a groundwater pumping allocation program for inclusion in the GSP for the basin. LPUG formed a Pumping Allocation Committee to develop the pumping allocation program and elected Mr. Bondy as the committee chair. Mr. Bondy led the group through the very difficult negotiations and successfully facilitated group consensus on a groundwater pumping allocation methodology that includes pumping reductions necessary to achieve sustainable yield under SGMA.

Project Reference: Las Posas Users Group Chairperson: Jane Donlon Waters, Donlon Ranch and Berylwood Heights Mutual Water Company (805)-432-3290; jane@donlonranch.com

**Las Posas Users Group
Las Posas Valley Basin Groundwater
Pumping Allocation System White Paper
June 16, 2017**

Introduction

This white paper describes the Las Posas Users Group’s (LPUG) proposed groundwater pumping allocation system (PAS) for the Las Posas Valley Basin (LPVB), as approved by LPUG on September 28, 2016 and amended by an affirmative vote of the LPUG Voting Panel on June 14, 2017. The PAS is being developed in accordance with the LPUG Allocation System Charter executed by the Fox Canyon Groundwater Management Agency (FGCMA) and LPUG on April 27, 2016 (the Allocation System Charter). The purpose of the white paper is to facilitate FGCMA review of the proposed PAS. As described in the Allocation System Charter, the pumping allocation system is intended for inclusion in the forthcoming LPVB Groundwater Sustainability Plan (GSP) under the provisions and directives of the Sustainable Groundwater Management Act (SGMA).

Disclaimer

It is the intent of the proposed allocation program to preserve the security of water rights to the greatest extent possible. Consistent with SGMA (Water Code § 10726.4(a)(2)¹), the performance by any party pursuant to the proposed allocation program, including any party’s reduction of its pumping or its groundwater use, shall not waive, reduce, increase, or otherwise affect any party’s water rights in any way.

Pumping Allocation System Purpose and Scope

The purpose of the PAS is to provide, in concert with other potential management measures, a means achieving sustainable groundwater management, as required by SGMA. The PAS addresses allocation of the LPVB native yield and return flows as well as pumping to recover stored water. Additional groundwater pumping, above and beyond that which is described in the PAS, is addressed separately by the FCGMA’s Groundwater Supply Project Policy.

“Bryan has demonstrated leadership, incredible patience and a steadfast commitment to the pumpers in the Las Posas Valley to guide us in creating the LPUG Allocation Plan. Bryan has been the facilitator in negotiating the agreements necessary to write a plan that is acceptable to the different groundwater users in the basins. He has stuck by us and continues to push us forward, even when it seems the group is sliding back into disagreement. There would not be a LPUG Allocation Plan at this time without Bryan’s strong management and direction.”

– Jane Donlon Waters, grower, Chair, Las Posas Users Group, and President, Berylwood Heights Mutual Water Company

Statement of Qualifications for Cuyama Basin GSA Executive Director

Project: Fox Canyon GMA SGMA Technical Advisory Group

Client: Agricultural Director, Fox Canyon Groundwater Management Agency

Timeframe: 2015-current

Description: Mr. Bondy was appointed by the Fox Canyon GMA Board of Directors to the Agency’s Technical Advisory Group (TAG) in 2015. The TAG is tasked with advising the Board of Directors on the technical aspects of the four GSPs currently under development within the Fox Canyon GMA’s jurisdiction. Notably, Mr. Bondy’s appointment to the Fox Canyon GMA’s Technical Advisory Group came from the agricultural representative on the Board of Directors even though Mr. Bondy was, at the time of appointment, employed by a municipal water district within the Fox Canyon GMA’s jurisdiction. The fact that the agricultural community supported this appointment is a testament to Mr. Bondy’s trustworthiness, respect, and professionalism.



NOTICE OF MEETING
for
FCGMA TECHNICAL ADVISORY GROUP (TAG)

NOTICE IS HEREBY GIVEN that the Fox Canyon Groundwater Management Agency (FCGMA) will hold a Technical Advisory Group (TAG) Meeting at 2:00 P.M. on Thursday, July 30, 2015 in the Atlantic Conference Room, at the Ventura County Government Center, Hall of Administration, Main Level at 800 South Victoria Avenue, Ventura, California.

TAG MEETING AGENDA
July 30, 2015

Member	Representative	Alternate
FCGMA Staff	Gerhardt Hubner (Chair)	
FCGMA Staff	Kathleen Riedel (Co-Chair)	
Agricultural	Bryan Bondy	Steve Bachman
Five Cities	Curtis Hopkins	
Special Water Districts & Mutuels	Terry Foreman	
United Water Conservation District	Tony Morgan	Dan Detmer
Ventura County Board of Supervisors	Jim O'Tousa	

The TAG has successfully helped the Fox Canyon GMA navigate through the foundational aspects of the GSPs, including basin setting, hydrogeologic conceptual model, water budget, etc. and is now focusing on developing the sustainability goals, minimum thresholds, and measurable

objectives. The TAG works closely with Fox Canyon GMA staff and the GSP consultant. Sub-committees of the TAG are used to address detailed issues in the different basins to keep the process moving more efficiently. Mr. Bondy has participated on many of these sub-committees, including one that is working with the Department of Water Resources on guidance for addressing groundwater dependent ecosystems under SGMA.

Project Reference: Agricultural Director, Fox Canyon Groundwater Management Agency: David Borchard (805) 444-3283; dborch1@gmail.com

Statement of Qualifications for Cuyama Basin GSA Executive Director

The following table summarizes Mr. Bondy experience.

Project and Client	Program Management	SGMA and Pre-SGMA Groundwater Management	Stakeholder
Contract Groundwater Manager Calleguas Municipal Water District	•	•	•
Ventura Water Commission, Chairperson (volunteer position) City of Ventura	•		•
SGMA Stakeholder Group Advisor and Facilitator Las Posas Valley Groundwater Basin Users Group	•	•	•
SGMA GSP Technical Advisory Committee Fox Canyon Groundwater Management Agency		•	
SGMA GSP Advisor Yuima Municipal Water District		•	•
SGMA GSP Advisor City of San Diego		•	•
SGMA Basin Prioritization Re-Evaluation Project Las Posas Valley Groundwater Basin		•	
SGMA Groundwater Monitoring Data Gaps Evaluation San Luis Obispo County	•	•	
Upper Ventura River Groundwater Basin Evaluation Meiners Oaks Water District		•	
Goleta Basin Groundwater Management Plan Goleta Water District	•	•	
Groundwater Management Study, Santee-El Monte Basin San Diego County Water Authority and Member Agencies.	•		•
Ventura County Agricultural Irrigated Lands Group Groundwater Quality Program Ventura County Farm Bureau		•	•
Las Posas Valley Basin Groundwater Modeling Calleguas Municipal Water District	•	•	•
Groundwater Monitoring Program - Las Posas Valley Basin Calleguas Municipal Water District	•	•	
Mound Basin Aquifer Storage and Recovery Study City of Ventura	•	•	
USGS Regional Groundwater Model Review United Water Conservation District		•	•

IV. Project Team Information

Mr. Bondy is the person who would serve as the Executive Director. No other staff, consultants or sub-consultants are proposed at this time. Mr. Bondy's experience was presented in the prior SOQ section.

V. Project Approach

General Duties

BGC understands that the precise scope of work will be approved by the Board in consultation with the successful firm or individual. Generally, the Executive Director will perform the administrative and management duties for the GSA including:

1. Prepare agendas of meetings of the GSA Board of Directors and any regular committees, including an Advisory Committee appointed by the GSA Board, attend those meetings, and prepare minutes;
2. Coordinate with other consultants retained by the GSA, including legal counsel and the firm(s) preparing the GSP and facilitating its development;
3. Working with the Treasurer of the GSA to provide financial information to the GSA Board;
4. To secure any other services needed by the GSA, such as insurance; and
5. To communicate with residents and landowners within the Cuyama Basin, and other interested parties, as the principle point of contact for the GSA, and to provide for communications to such residents and landowners as directed by the GSA Board, such as periodic newsletters.

BGC will perform the above-described duties as efficiently as possible. BGC will identify options for administrative support to reduce costs and present the options to the Board for consideration. Options might include contract support with one of the JPA agencies or temp agency services. The goal of securing administrative support would be to reduce costs and free-up the Executive Director to focus on working with the Board, stakeholders, and consultant on resolving issues and completing the GSP.

While much of the administrative work can be completed remotely (from Ventura in my case), there are certain aspects that require a physical presence. In order to help facilitate the GSP process, I propose to make myself available to the stakeholders and the Board on a regular basis. I propose to establish a designated day of the week and/or schedule time before/after board meetings where I will commit to being present in the basin for meetings, outreach, etc. This will require that a small office space be identified. I understand that such space might be available at Cuyama Community Services District.

Key Priorities, Risk Factors, and Strategic Considerations

Given that the Cuyama Valley Basin is identified as a critically overdrafted basin, the GSP by must be submitted to DWR by January 31, 2020. While two and one-half years may seem like a long time, it is a challengingly short period of time for completing a GSP, particularly in a basin where there economic implications of achieving sustainability appear to be very serious. If the goal of the GSA is to meet this schedule and avoid State Water Resources Control Board intervention, then the GSA Board, GSA Executive Director, GSP consultant, and the stakeholders will need to keep to an aggressive schedule. This will require considerable leadership on the part of the Board and the Executive Officer and a steadfast commitment of all parties to make progress.

Given the short timeframe for completing the GSP, the key priorities in the first several months should include:

1. Hiring a GSP consultant;
2. Securing a GSP development grant;
3. Hiring an consultant to evaluate the feasibility of potential supplemental water options (if this is not part of the GSP consultant's scope or has not been completed already);
4. Establishing an Advisory Committee and stakeholder process; and
5. Establishing legally-required agency policies (conflict of interest code, etc.).

Once the ball is rolling on the GSP work, the Board and Executive Director will need to strategize on the key policy issues that the Board will ultimately decide for the GSP. These include, but are not limited to:

1. Sustainability goal and thresholds of significance and unreasonableness that will be used to define what constitutes undesirable results in the GSP¹;
2. Grappling with the economics of achieveing sustainable groundwater management;
3. Evaluating and prioritizing potential management actions, such as on-farm recharge projects, regional recharge projects, water markets, irrigation efficiency improvement programs, pay-to-fallow programs, land-use change (solar generation?), longer crop rotations, whether or not to meter pumping, mandatory pumping reductions, etc; and
4. GSP implementation plan aspects – what does the “glide path” to sustainability look like and how to manage uncertainty (wait-and-see vs. aggressive implementation), etc.

¹ The sustainability goal and undesirable results are critical inputs for determining sustainable yield of the basin.

Statement of Qualifications for Cuyama Basin GSA Executive Director

I understand that the USGS groundwater modeling study results paint a dire picture for the Cuyama Valley Basin. I further understand that there are concerns about the validity of those results and that the Cuyama Basin Water District is hiring a consultant to review the model. I believe the CBGSA's GSP consultant and Executive Director should also carefully review the model. This is because a lack of confidence in the results would represent a major potential risk factor for the GSP, which could undermine the entire GSP process. Therefore, the model review should be completed as soon as possible. Based on my experience reviewing groundwater models, including models developed by the USGS, I expect both consultants will identify issues that suggest a material degree of uncertainty exists with regard to any sustainable yield estimates. Given that there will be insufficient time to update and recalibrate the model and gain consensus amongst the technical experts, we should expect that the GSP will have to move forward with considerable uncertainty in the sustainable yield. Therefore, I expect that the GSP should focus on identifying key data gaps and laying out a plan for addressing those data gaps in the early years of implementation, with full implementation of costly management measures being phased-in as key uncertainties are reduced. Having said this, the GSP should clearly communicate our best estimate of the eventual endpoints required to achieve sustainability so that folks can begin making long-term business decisions.



VI. General Administrative Information

Proprietary Statement

Nothing contained in the submittal or subsequent interview (if required) is proprietary.

Insurance

The following table summarizes current insurance policies and limits.

<i>Insurance Type:</i>	<i>Bondy Groundwater Consulting, Inc.</i>
<i>Commercial General Liability</i>	<i>\$1M per claim / \$2M agg.</i>
<i>Professional Liability (E&O)</i>	<i>\$1M per claim / \$1M agg.</i>
<i>Automotive Liability</i>	<i>Hired and non-owned vehicles: \$1M (no company-owned vehicles)</i>
<i>Workers Compensation</i>	<i>N/A – no employees</i>

Consulting Rates and Other Costs

- Bryan Bondy – Principal Professional Consultant: \$195 per hour
- Mileage billed at the then current IRS rate.
- All other expenses billed at cost plus 10%.

Estimated Costs and Timing

The RFQ requests an estimate of the cost of the proposed scope of work, broken down by major categories of activities. The following tables present estimated monthly fees for the duties listed in the RFQ, which have been grouped into three representative categories. The actual level of effort and cost will be determined in consultation with the Board and will depend on the Board's needs and desires.

<i>Task</i>	<i>Estimated Monthly Fee</i>	<i>Comments</i>
<i>Board and Committee Meetings</i>	<i>\$9,000</i>	<i>Assume two meetings per month; prepare agendas, minutes, and attendance.</i>
<i>Coordinate with consultants, legal counsel, and treasurer</i>	<i>\$8,000</i>	<i>Assume 40 hours per month plus travel expenses</i>
<i>GSA Point of Contact</i>	<i>\$5,000</i>	<i>Assume 24 hours per month plus travel expenses</i>
<i>Total Estimate Monthly Fee:</i>	<i>\$22,000</i>	

Attachment
Resume



EDUCATION

*MS, Geological Sciences
(Hydrogeology), San Diego
State University (2000)*

*BS, Geological Sciences
(Hydrogeology), San Diego
State University (1997)*

*GIS Certification, Mt. San
Jacinto Junior College
(2008)*

PROFESSIONAL REGISTRATIONS

*Professional Geologist:
California No. 7676*

*Certified Hydrogeologist:
California No. 821*

DISTINGUISHING QUALIFICATIONS

*Hands-on SGMA
experience*

*Experience working with
agricultural entities*

*Former public water
agency experience*

*Seeks to provide practical
and cost-effective solutions*

Bryan has 20 years of private and public-sector experience conducting a wide range of groundwater projects in California, including Sustainable Groundwater Management Act planning and stakeholder group facilitation, groundwater supply studies, groundwater modeling, well design and construction management, interagency planning and coordination, permitting, project management, and grant writing/management. Bryan is currently assisting clients on SGMA issues in seven groundwater basins in various capacities. These services include facilitating stakeholder group development of pumping allocation and credit programs, reviewing draft GSPs, and advising GSA boards or GSA member agencies.

EMPLOYMENT HISTORY

2016-Present: President, Bondy Groundwater Consulting, Inc. Bryan is the founder and President of Bondy Groundwater Consulting, Inc. formed in 2016 to service the growing need for groundwater professionals to address Sustainable Groundwater Management Act requirements and other groundwater regulatory and planning issues.

2012-Present*: Contract Groundwater Manager, Calleguas Municipal Water District, Ventura County, California. Bryan has served on Calleguas MWD's management team as the Groundwater Manager since 2012. *In July 2016, Bryan's role transitioned to a Contract Groundwater Manager position serviced through BGC. Bryan's responsibilities as an employee (and now as a consultant) include addressing legal and technical issues related to the operation of the District's groundwater aquifer storage and recovery (ASR) project. Bryan has managed a number of studies for the District and has worked extensively with the agricultural groundwater users in the basin to monitor groundwater conditions and address their concerns about ASR project operations.

2009-2012: Groundwater Policy Senior Hydrogeologist (Inter-Agency Position), Calleguas Municipal Water District, United Water Conservation District, and Fox Canyon Groundwater Agency, Ventura County, California. Bryan served as the Inter-Agency Groundwater Hydrogeologist working on groundwater management issues affecting the above-listed agencies.

2005-2009: Principal Hydrogeologist, AQUI-VER, Inc., Temecula, California. Bryan served as a principal-in-charge on groundwater remediation design projects.

2000-2005: Senior Hydrogeologist / Project Manager, Kleinfelder, Inc., Temecula, California. As a client service manager, Bryan was responsible for numerous groundwater supply and remediation projects. As one of the few hydrogeologists in the firm at the time, Bryan was frequently called upon to assist other Kleinfelder offices with groundwater projects. Bryan also managed a team of staff.

1996-2000: Staff Hydrogeologist, Hargis + Associates, Inc., San Diego, California. As a staff hydrogeologist, Bryan completed numerous groundwater investigations.

PROFESSIONAL AND ACADEMIC HONORS

Kleinfelder President's Award for Exceptional Client Service

Member of the Phi Kappa Phi and Phi Beta Kappa Honor Societies

Undergraduate Honors: Summa Cum Laude, Student of the Year

SELECTED REPRESENTATIVE EXPERIENCE AND PROJECTS

SGMA GSA Executive Advisor – Upper Ventura River GSA. Bryan has been retained to advise the Upper Ventura River GSA Board of Directors concerning development of the Agency’s groundwater sustainability plan.

SGMA Stakeholder Group Facilitator – Oxnard / Pleasant Valley Basin Agricultural Landowners Group, Ventura County, California. Bryan was hired in 2017 by the Oxnard and Pleasant Valley Basins’ agricultural landowners to facilitate development of a pumping allocation program for the Groundwater Sustainability Plans.

SGMA Stakeholder Group Advisor/Facilitator - Las Posas Valley Groundwater Basin Users Group, Ventura County, California. Since 2009, Bryan has served as the Las Posas Valley Groundwater Basin Users Group’s technical advisor and facilitator. During this time Bryan has educated the stakeholders on the basin groundwater hydrology, groundwater management issues, and led the group through a groundwater management planning process prior to SGMA. More recently, Bryan facilitated the group’s development of a pumping allocation management program for the Groundwater Sustainability Plan.

SGMA Advisor – Fillmore Basin Pumpers Association. Bryan has been selected to advise this group of agricultural landowners concerning development of the groundwater sustainability plan for the basin.

SGMA Advisor – Piru Basin Pumpers Association. Bryan has been selected to advise this group of agricultural landowners concerning development of the groundwater sustainability plan for the basin.

SGMA Advisor – Yuima Municipal Water District (member of San Luis Rey Basin GSA). Bryan was retained by Yuima Municipal Water District to advise the General Manager and Board of Directors concerning the development of the San Luis Rey Valley GSP.

SGMA Advisor – City of San Diego. Bryan is teamed with another consulting firm to provide technical services for the City of San Diego on SGMA and other related groundwater issues in multiple groundwater basins.

SGMA Technical Advisory Group – Fox Canyon Groundwater Management Agency (FCGMA), Ventura County, California. In 2015, Bryan was appointed by the Agricultural Representative on the FCGMA Board of Directors to the Agency’s SGMA Technical Advisory Group. The committee is tasked with advising the Board of Directors on technical aspects of the four Groundwater Sustainability Plans currently under development.

SGMA Basin Prioritization Re-Evaluation Project – Las Posas Valley Basin. Bryan, on behalf of the Las Posas Valley Groundwater Basin Users Group, worked with DWR staff to re-assess the “critical overdraft” designation of the Las Posas Valley Basin. Mr. Bondy reviewed groundwater conditions with DWR staff and recommended that the basin be reclassified. DWR staff concurred with Mr. Bondy’s recommendation and the basin was delisted.

Ventura County Agricultural Irrigated Lands Group Groundwater Quality Program – Ventura County, California. Bryan is the expert hydrogeologist on the consultant team working for VCAILG to address the groundwater requirements of the 2016 Conditional Waiver of Waste Discharge Requirements for Discharges from Irrigated Agricultural Lands. The program addresses nitrate issues in all Ventura County groundwater basins.

SGMA Data Gaps Evaluation – Countywide Groundwater Monitoring Program, County of San Luis Obispo. Bryan is the lead hydrogeologist partnered with GSI Water Solutions, Inc. performing a data gaps evaluation of the County’s groundwater monitoring program. The purpose of the project is to identify data gaps in the existing groundwater monitoring program relative to the SGMA GSP regulations and BMPs. The project includes a detailed review of the SGMA GSP regulations and BMPs that pertain to groundwater monitoring.

Groundwater Manager - Calleguas Municipal Water District, Ventura County, California. Mr. Bondy has served on Calleguas MWD’s management team as the Groundwater Manager since 2012. In July 2016, Mr. Bondy’s role transitioned to a Contract Groundwater Manager position serviced through BGC. Mr. Bondy’s responsibilities as an employee (and now as a consultant) include addressing legal and technical issues related to the operation of Calleguas MWD’s groundwater aquifer storage and recovery project.

SELECTED REPRESENTATIVE EXPERIENCE AND PROJECTS (CON'T)

SGMA Groundwater Dependent Ecosystems Guidance Framework, The Nature Conservancy and Department of Water Resources. As part of his service on the Fox Canyon GSA's Technical Advisory Group, Bryan is working with The Nature Conservancy and DWR to develop a guidance manual for the identification, evaluation, and consideration of Groundwater Dependent Ecosystems under SGMA. Mr. Bondy has assisted with the guidance manual development and a case study using the Las Posas Valley Basin.

Groundwater Models Review and Comparison - Kern Fan Area Water Banking Litigation, Kern County, California. Bryan assisted Kern County Water Agency's litigation expert with the review and comparison of two competing groundwater models constructed to simulate storage projects in the Kern Fan Area. Through Bryan's careful evaluation of the models' water budget outputs, he was able to identify key differences in the model assumptions that explained why the models provided different answers.

USGS Groundwater Model Review United Water Conservation District, Santa Paula, CA. Bryan performed an independent, comprehensive review of the Ventura Regional Groundwater Model originally completed by the United States Geological Survey (USGS). The model area includes the groundwater basins of the Santa Clara River Valley and Coastal Plain of Ventura County, which provide almost half of the water supply for Ventura County. Bryan's review revealed that the model was not accurately predicting groundwater levels in key areas of the basins, which led to a decision by the District to reconstruct and re-calibrate the model.

Goleta Basin Groundwater Model and Management Plan Updates, Goleta, California. Bryan updated and reviewed the Goleta Basin groundwater model in 2014 to assist the District with its drought water supply planning. Bryan was also the lead author of the Goleta Water District's 2016 Groundwater Management Plan update.

Las Posas Valley Basin Groundwater Monitoring Program Development, Calleguas MWD, Ventura County, California. Since 2012, Bryan has worked with agricultural well owners in the Las Posas Valley Groundwater Basin to develop a voluntary groundwater monitoring program in the vicinity of the Calleguas Aquifer Storage and Recovery facilities to provide data to characterize the basin. Bryan has successfully negotiated access and monitoring agreements with agricultural landowners and other water agencies for two dozen wells in the basin. Bryan also managed the installation of five shallow groundwater monitoring wells in the basin and is the technical lead for the current deep monitoring well drilling program.

Las Posas Valley Basin Characterization and Groundwater Model, Calleguas MWD, Ventura County, California. Bryan is the technical lead and project manager for the development of a groundwater flow model of the East and South Las Posas Valley Sub-basins. The project involves a detailed characterization of the basin aquifers, geologic structures controlling groundwater flow, and development of a groundwater flow model.

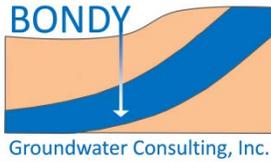
Calleguas Creek Watershed Salt and Nutrient Management Planning, Ventura County, California. Bryan is the lead hydrogeologist for the development of salt and nutrient management plans for the nine groundwater basins located within the watershed. The planning will address salt and nutrient inputs from numerous sources, including agriculture, imported water, and five publicly owned treatment works.

Santee – El Monte Basin Groundwater Management Study, San Diego County Water Authority, Padre Dam Municipal Water District, Riverview Water District, Lakeside Water District, Helix Water District, and City of San Diego. Bryan was the principal investigator for this study to develop information and planning tools necessary to manage the groundwater resources of the Santee-El Monte Basin. The study consisted of a hydrogeologic evaluation of the basin, water budget development, groundwater monitoring well installation, establishment of a groundwater monitoring network, groundwater monitoring and water quality testing, and development of a groundwater flow model of the basin.

Groundwater Modeling Evaluation of Indirect Potable Reuse Feasibility, City of Morro Bay, California. Bryan managed the construction and calibration of a groundwater model of the Lower Morro Valley Basin, which was used to evaluate the feasibility of injection and recovery of advanced treated recycled water.

PUBLICATIONS AND PRESENTATIONS

- Beckett, G. D. and B. Bondy. 2006. *API-LNAST Users Guide Version 1.5, 2006*.
- Bondy, B. and Boehm, G. 2005. *Use of CPT-LIF Investigation Techniques and Advanced Data Visualization for Rapid and Effective Site Investigation*. Los Angeles Regional Water Quality Control Board Technical Speaker Series. March 2005.
- Bondy, B. 2011a. *The Las Posas Basin Groundwater Puzzle: Piecing Together the Big Picture*. Association of Water Agencies of Ventura County Waterwise Breakfast Speaker Series. May 2011.
- Bondy, B. 2011b. *Choosing the Appropriate Scale for Groundwater Management - Basin -Specific Planning within a Groundwater Management Agency*. 28th Biennial Groundwater Conference & 20th Groundwater Resources Association Annual Meeting. October 2011.
- Bondy, B. 2012a. *Ventura County Brackish Groundwater Desalination: Salt Management and New Water Supply*. Association of Water Agencies of Ventura County Waterwise Breakfast Speaker Series. February 2012.
- Bondy, B. 2012b, 2013, and 2014. *Ventura County Groundwater*. Association of Water Agencies of Ventura County Annual Fall Bus Tour.
- Bondy, B. 2013a. *Development of Brackish Groundwater Resources in Ventura County*. American Groundwater Trust Alternative Water Resources for Southern California Conference. Ontario, California. February 2013.
- Bondy, B. 2013b. *Calleguas MWD ASR Project*. Groundwater Resources Association of California Central Coast Quarterly Branch Meeting. Fall 2013.
- Bondy, B. 2014a. *Yes, Geology is Important! – How Faults, Folds and a Creek Created Challenges for the Las Posas Basin Aquifer Storage and Recovery Project*. Groundwater Resources Association Conference on Groundwater Issues and Water Management – Strategies Addressing Challenges of Sustainability and Drought in California. March 2014.
- Bondy, B. 2014b. *Understanding Groundwater (Groundwater 101)*. Association of Water Agencies of Ventura County Annual Symposium. April 2014.
- Bondy, B. 2015a. *Salinity Management Options for Agricultural Pumpers in the Las Posas Basin*. Association of Water Agencies of Ventura County Waterwise Breakfast Speaker Series. February 2015.
- Bondy, B. 2015b. *Water: The Resource, New Realities and Solutions*. Panelist, Water Session of the Ventura County Agricultural Summit. September 2015.
- Bondy, B. 2016. *Development of a Groundwater Pumping Allocation Methodology Under SGMA – An Early Success Story from the Las Posas Valley Basin*. American Groundwater Trust Everything Aquifers and Groundwater Management Conference. Ontario, California. February 2016.
- Bondy, B. 2017a. *Las Posas Valley Basin Groundwater Pumping Allocations*. American Groundwater Trust Developing and Implementing Groundwater Sustainability Plans Conference. Bakersfield, California. February 2017.
- Bondy, B. 2017b. *Las Posas Users Group, Where Collaboration and Consensus Lead to Local Influence*. Association of Water Agencies of Ventura County Waterwise Breakfast Speaker Series. March 2017.
- Bondy, B. 2017c. *Fox Canyon GMA Stream Depletion? Groundwater Resources Association of CA Workshop - Stream Depletion Through the SGMA Lens: Practical Solutions for a Complex Problem*. August 2017.
- Wittman, G. and B. Bondy, 2004. *The Use of Computerized Groundwater Modeling to Design Capture Zone Well Array for the Perchlorate Remediation System in Zone 4 at the Stringfellow Superfund Site*. Groundwater Resources Association of California Perchlorate Symposium, Glendale, California. August 2004.



September 30, 2017

Board of Directors, Cuyama Basin GSA
c/o Mr. Matt Young
Santa Barbara County Water Agency
130 E. Victoria Street, Suite 200
Santa Barbara, CA 93101

RE: Proposed Contract for Cuyama Basin GSA Executive Director Services

Dear Members of the Board,

Thank you for the opportunity to submit a proposed contract for the Cuyama Basin GSA Executive Director services for the period November 1, 2017 to December 31, 2018.

The proposed contract is based on that which was recently developed for my Executive Advisor services for the Upper Ventura River GSA (UVRGSA). The contract was developed cooperatively with the UVRGSA's Board President and their legal counsel. Thus, you can be assured the contract fairly balances both of our interests.

My proposed scope of services and fee estimate can be found in Exhibit A of the contract. In light of the feedback I have received during the procurement process, I have reduced my estimated fee to the lowest reasonable level possible based on my experience in other SGMA basins. The fee reduction is based on both reduced rates and reduced labor estimates. The result is that my estimated fees have been reduced from \$22,000 per month to \$10,500 per month. Again, the reduced estimate reflects the lowest reasonable level of effort possible based on my experience in other SGMA basins. As the agency moves forward with GSP development, the level of effort will likely necessarily increase.

The estimated fee reduction is based on the following:

1. Reduced Billing Rates – I have incorporated reduced rates for routine administrative activities and travel time.
2. Reduced Hours Estimate – As described above, I have reduced the number of estimated hours to perform the requested services to the lowest reasonable level possible based on my experience in other SGMA basins. My assumptions are stated in the scope of services (Contract Exhibit A). As the Cuyama GSA gets into the meat of the GSP planning process, the level of effort may increase notably. As the demands increase, I will work with the Board to determine how it would like to balance costs and agency needs. For your reference, the level of effort previously shown in my SOQ was reflective of a mature GSP planning status with very active stakeholders (i.e. what I am seeing in other basins further along in the GSP process).

I would like to take this opportunity to emphasize the following:

1. I have **no conflicts of interest** and am prepared to provide the services.
2. The scope and estimated fees **comprehensively** addresses the services listed in the request for qualifications. **I have not omitted any tasks or portions thereof.**
3. **The scope and estimated fees are based on my experience providing similar services in other SGMA basins.** I have been working on SGMA issues for over two years¹. I am involved in various capacities in seven basins that are in various stages of forming GSAs and developing GSPs, including a similar Executive Advisor role in one basin. Thus, I am confident that my pricing reflects a realistic estimate of the minimum effort that will be required.
4. Servicing GSAs is the reason I started my company. **I am committed to this process for the long-term.** Given the stage I am at in my career, I could potentially help see the GSA through entire GSP planning process as well as implementation clear through to achieving sustainability by 2040.

Please note that the contract proposes that all services be billed on a time and materials basis. Thus, the GSA will only be billed for work performed. While the fee estimate reflects my best estimate of the minimum level of effort required to complete the services in the near term, the actual level of effort and cost for the services will be determined in consultation with the Board and will depend on the Board's needs and desires, which will undoubtedly change over time. I commit to the Board that I will seek to control costs to the best of my ability and communicate issues that impact cost in a timely and effective manner.

As I stated during my interview, I am fully open to discussing the contract terms, with the goal of reaching mutually agreeable terms.

I look forward to discussing this further with the Board.

Sincerely,



Bryan Bondy, President
Bondy Groundwater Consulting, Inc.

Attachments:

- (1) Proposed Contract

¹ Because the Fox Canyon GSA is an exclusive GSA, it was able to begin working on GSPs for four basins in 2015. I have served on the Fox Canyon GSA's Board-appointed Technical Advisory Committee since 2015 and facilitated development of a groundwater pumping allocation system for one of the basins.

Bondy Groundwater Consulting, Inc.
9452 Telephone Road, #112, Ventura, CA 93004

BRYAN BONDY
California Professional Geologist License No. 7676
California Certified Hydrogeologist No. 821

CLIENT INFORMATION:

Client Name: Cuyama Basin Groundwater Sustainability Agency

Client Contact: TBD

Phone: TBD

Email: TBD

Physical Address: TBD

Mailing Address: TBD

PROJECT INFORMATION:

Project Name: Executive Director Services

Project Number: TBD

Project Location: Cuyama, CA

Project Description: The scope of the work as Executive Director includes performing the administrative and management duties in the capacity of a general manager and support staff for a public agency acting as a GSA.

AGREEMENT TO PROVIDE HYDROGEOLOGIC CONSULTING SERVICES

THIS AGREEMENT (the “Agreement”), effective as of the date of the last Party to sign this Agreement, is entered into between BONDY GROUNDWATER CONSULTING, INC., a California corporation (“Consultant”) and CUYAMA BASIN GROUNDWATER SUSTAINABILITY AGENCY, created by and between the Cuyama Basin Water District (“CBWD”), the Cuyama Community Services District (“CCSD”), the County of Kern (“Kern”), the County of San Luis Obispo (“San Luis Obispo”), the Santa Barbara County Water Agency (“Santa Barbara”), and the County of Ventura (“Ventura”), pursuant to the Joint Exercise of Powers Act of 2000, Government Code §§ 6500 *et seq.*(Client) with reference to the following facts:

Client desires to retain Consultant to provide certain consulting services as described in this Agreement and Consultant desires to provide such services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth in this Agreement, Client and Consultant (together referred to as the “Parties”) agree as follows:

1. Scope of Services. Subject to the terms of this Agreement, Consultant agrees to perform the hydrogeologic consulting services described on Exhibit A attached hereto and incorporated herein by this reference (the "Services") for the benefit of Client. The estimated fees described on Exhibit A are provided for budgeting purposes for the period November 1, 2017 through December 31, 2018. All services will be provided and invoiced on a time and materials basis according to the actual level of effort required to perform the services.
2. Consulting Fees. In consideration for the Services, Client shall pay to Consultant according the time and materials rates (collectively referred to as the "Consulting Fees") shown on Exhibit B attached hereto and incorporated herein by this reference.

If Client requests (and Consultant agrees to provide) any services in addition to the Services specified on Exhibit A, Client shall pay for such extra services at Consultant’s then applicable hourly rate.

3. Costs and Expenses. Except as specifically provided in this Agreement, Client shall pay in a timely manner all fees and costs associated with the Services, including without limitation all checking and inspection fees; zoning and annexation application fees; assessments; soils consulting; testing or laboratory fees; aerial topography fees; permits; bond premiums; title company charges; blueprints and reproduction costs; copying; and all other costs, fees and charges relating to the Services.

4. Billing and Payment. Except for those costs and expenses requiring prompt payment as reasonably determined by Consultant (which costs and expenses shall be paid by Client upon request by Consultant), all Consulting Fees and all costs, expenses and other charges due Consultant will be billed monthly and shall be due at the time of billing. Client shall remit payment for all amounts due to Consultant within thirty (30) days after receipt of invoices. In

the event Client disputes any portion of Consultant's invoice, it shall timely pay any undisputed amounts invoiced and notify Consultant in writing of the specifics of any disputed amounts within fourteen (14) days of receipt. The parties shall resolve the subject of any disputed amounts in accordance with Section 12 – Dispute Resolution. Any such dispute shall not relieve Consultant of its obligation to continue diligently performing the Services or any authorized Additional Services.

5. Force Majeure. Consultant shall not be responsible for damages, or be in default or be deemed to be in default of any of its obligations under this Agreement, by reason of delays or inability of Consultant to perform resulting from circumstances beyond Consultant's reasonable control, including without limitation, (a) shortages or unavailability of labor at established area wage rate, (b) failure of Client or Client's agents or affiliates to furnish information, or to approve or disapprove Consultant's work promptly, (c) late or slow or faulty performance by Client, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Consultant's work, or (d) fire, flood, hurricane, or unusually severe weather conditions. In the case of happening of any such cause of delay, the time of completion shall be extended accordingly.

6. Term and Termination.

6.1 Term. The term of this Agreement shall commence on the Effective Date and, unless sooner terminated as provided herein, shall continue until December 31, 2018.

6.2 Termination for Cause. Either Party may terminate this Agreement for cause ("Cause") in the event of the other Party's fraud or intentional misconduct, or in the event that the other Party breaches a material obligation under this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice from Client.

6.3 Termination for Convenience. Either Party may, at any time, in the exercise of its sole discretion, terminate this Agreement for convenience in whole or in part, with or without cause, upon thirty (30) days prior notice in writing.

6.4 Effect of Termination. Upon termination of this Agreement for any reason, neither Party shall have any further rights or obligations under this Agreement except as follows:

(a) Each Party's rights and obligations under Paragraphs 8 (Ownership of Work), 9 (Limitation of Liability), 10(g) (Additional Covenants), 12 (Dispute Resolution), 14(h) (Applicable Law) and 14(m) (Attorney's Fees) shall survive any termination of this Agreement;

(b) Consultant shall be entitled to the Consulting Fees for all Services provided as of the termination date, plus full reimbursement for all fees, costs and expenses incurred in connection with all such Services

7. Consultant Warranties. Consultant warrants that it will perform the Services in accordance with the standards of Consultant's profession, generally described as that degree of skill and care and diligence ordinarily exercised by practicing and licensed professionals performing services of a scope, purpose, magnitude, and location comparable with the Services

to be provided under this Agreement. The representations and warranties contained in this Section 7 are Consultant's sole warranty and guarantee in respect of quality of the Services.

EXCEPT AS PROVIDED IN THIS SECTION, CONSULTANT MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation of Liability.

(a) To the fullest extent permitted by law, neither Client nor Consultant, their respective members, managers, officers, directors, shareholders, partners, employees, contractors or agents, shall be liable to the other or shall make any claim against the other for any indirect or consequential damages arising out of or connected in any way to the Services provided pursuant to this Agreement. This mutual waiver of indirect and consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, or any other incidental, indirect or consequential damage that either Party may have incurred from any cause or action.

(b) Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies. Consultant shall not be responsible or liable for the acts or omissions of the Client, the Client's other consultants, contractors, any subcontractors, any of their agents or employees, or any other persons whether or not related to the Services provided by Consultant pursuant to this Agreement.

(c) If any changes are made in the scope, plans or specifications of the Services by the Client or persons other than the Consultant which affects the Consultant's work, any and all liability arising out of such change(s) is waived by Client against the Consultant, and the Client assumes full responsibility for such change(s), unless Client has given Consultant prior notice and has received, from Consultant, written acknowledgment for such changes.

9. Insurance

Prior to commencing performance of the services required by this Agreement, and at all other times this Agreement remains in effect, the Consultant shall procure and maintain in full force and effect all of the insurance required by Exhibit C attached hereto and by this reference incorporated herein.

10. Indemnification

Consultant shall indemnify and hold Client, and its affiliates, directors, officers, employees and agents harmless from any and all liabilities, losses, damages, costs and expenses (including, but not limited to, fees and charges of attorneys and court and arbitration costs) to the extent caused by the negligent act, negligent omission, or willful misconduct of Consultant in the performance of its services pursuant to this Agreement. Consultant shall have no duty to provide or to pay for an up-front defense against unproven claims or allegations, but shall promptly

reimburse Client for reasonable attorney's fees and costs of suit actually incurred by Client in defense of those claims which are determined in the final judgment to have been caused by Consultant's negligent act, negligent omission, or willful misconduct.

Client shall indemnify and hold Consultant, and its affiliates, directors, officers, employees and agents harmless from any and all liabilities, losses, damages, costs and expenses (including, but not limited to, fees and charges of attorneys and court and arbitration costs) to the extent caused by the negligent act, negligent omission, or willful misconduct of Client. Client shall have no duty to provide or to pay for an up-front defense against unproven claims or allegations, but shall promptly reimburse Consultant for reasonable attorney's fees and costs of suit actually incurred by Consultant in defense of those claims which are determined in the final judgment to have been caused by Client's negligent act, negligent omission, or willful misconduct.

11. Additional Covenants.

(a) Consultant shall perform the Services consistent with that level of care and skill ordinarily exercised by members of Consultant's profession practicing under similar conditions at the same time and locality as the Services were performed.

(b). Client shall, with reasonable promptness, provide all available information regarding the requirements for the Services to be provided by Consultant and the project to which such Services relate.

(c) Client shall designate, when necessary, a representative authorized to act in the Client's behalf with respect to the Project. The client, or such authorized representative, shall examine documents submitted by the Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Consultant's Services.

(d) If Consultant deems it necessary in connection with the Services, Client shall furnish, with reasonable promptness and at Client's sole cost and expense, the services of any licensed and registered professional reasonably requested by Consultant.

(e) Client agrees that all reports, plans, specifications, field data, memoranda, notes and other documents, in whatever form, that have been prepared by Consultant in connection with this Agreement, are for the exclusive use of Client with respect to the project to which the Services relate. Client waives all claims against Consultant resulting in any way from any changes or reuse of such materials. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its managers, members, employees, and agents, against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any such changes, improper use or reuse of such materials.

(f) Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the judgment of Consultant, increase the Consultant's contractual or legal obligations or risk, or adversely affect the availability or cost of any insurance maintained by Consultant. Consultant shall not be required to sign any documents that would result in Consultant's having to certify, guarantee, warrant or state the existence of

conditions whose existence Consultant cannot ascertain. Client also agrees not to condition the resolution of any dispute with Consultant, or payment of any money due to Consultant, upon Consultant's signing any such certification, guarantee, warranty or statement.

12. Relationship of Parties. Consultant shall at all times be an independent contractor and not an employee of Client. Nothing in this Agreement is intended to create any other relationship between the Parties. Consultant shall be wholly responsible for the payment of Consultant's own federal, state and local income, and withholding taxes with respect to Consultant's compensation hereunder. Consultant shall have no claim against Client for vacation pay, sick leave, retirement, health, or any other employee benefits of any kind. Consultant may represent, perform services for, or be employed by such additional clients, persons, or companies as Consultant sees fit.

13. Dispute Resolution.

13.1 Mediation. If a dispute arising out of this Agreement cannot be settled through negotiation, the parties agree to submit the dispute to mediation prior to commencing any litigation, arbitration, or any other legal action. The parties will attempt in good faith to agree on a neutral mediator to resolve the dispute. The mediation will follow the procedures set forth in the American Arbitration Association Commercial Mediation Rules. If the parties cannot agree on a mediator within twenty (20) days after mediation has been demanded, they will submit the dispute for mediation to be administered by the American Arbitration Association under the Commercial Mediation Rules before resorting to litigation. Upon initiating mediation, the Parties will agree with the mediator on a time at least five (5) days before the mediation to submit and exchange with one another detailed position papers. Each Party will bear its own expenses incurred (including attorneys' fees) in connection with the mediation, and will equally share the mediator's fees and expenses. Any Party who refuses to participate or otherwise fails to participate in mediation shall not be entitled to the recovery of attorney's fees and costs as otherwise allowed under this Agreement.

13.2 Unsuccessful Mediation. If the parties are unable to resolve their dispute by mediation as provided in Paragraph 12.1, above, after the unsuccessful conclusion of any such mediation, either Party may pursue the remedies available to it at law or equity.

14. Miscellaneous.

(a) Time of the Essence. Time is and shall be of the essence of this Agreement and each provision thereof.

(b) Further Actions. The Parties agree to execute such instruments and documents and to diligently undertake such actions as may be required to consummate this transaction in accordance with this Agreement.

(c) Computation of Time Period. If the Closing Date, or any other date or time period provided for in this Agreement, is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state or legal holiday.

(d) Counterparts and Signatures. This Agreement may be executed in counterparts, which when taken together shall constitute a single instrument. Signatures to this Agreement transmitted by electronic mail or via facsimile shall be deemed to be original signatures for all purposes.

(e) No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any person or entity other than the Parties hereto.

(f) Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

(g) Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of such provision or any other provision.

(h) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. To the fullest extent permitted by law, any legal action arising from this Agreement shall be brought in the appropriate forum in Ventura County, California which the Parties agree will be the sole venue for all such actions.

(i) Fees and Other Expenses. Each Party shall pay its own fees and expenses in connection with this Agreement, except as otherwise provided in this Agreement.

(j) Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the Parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party, or by or to an employee, officer, agent or representative of either Party will be of any effect unless it is in writing and executed by the Party to be bound thereby.

(k) Construction. The Parties acknowledge and agree that (i) they are of equal bargaining strength, (ii) each has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each has consulted with its own independent counsel, and such other professional advisors as such Party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Agreement.

(l) Binding Effect. Subject to the restrictions set forth in subparagraph (o), below, this Agreement is binding upon and will inure to the benefit of each Party's respective successors and assigns.

(m) Attorneys' Fees. In the event that any dispute arising under this Agreement results in litigation or arbitration, the prevailing party in such dispute shall be entitled to recover from the other Party all reasonable fees, costs and expenses (including attorney's fees and court costs) incurred in such action.

(n) Warranty of Authority. Each Party represents and warrants to the other that it has the right, power and legal capacity and authority to enter into and execute this Agreement, and

that the person or persons executing this Agreement on its behalf are authorized to do so, and that no approval or consent of any person or entity other than those persons executing this Agreement on its behalf are necessary in connection with such Party's obligations hereunder.

(o) Assignment. Neither Party shall assign any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent may be given or withheld in the sole discretion of the non-assigning Party.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement to Provide Hydrogeologic Consulting Services is executed in Ventura County, California as of the Effective Date provided in the first paragraph of this Agreement.

CLIENT:

Cuyama Basin Groundwater Sustainability Agency

AUTHORIZED AGENCY REPRESENTATIVE

Name and Title (printed): _____

Signature: _____ Date: _____

CONSULTANT

Bondy Groundwater Consulting, Inc.:

By: _____ Date: _____

Bryan Bondy, President

By: _____ Date: _____

Lisa Bondy, Secretary

EXHIBIT A

SCOPE OF SERVICES AND ESTIMATED FEES

Contract Period:

November 1, 2017 through December 31, 2018.

Task 1: Kickoff/Transition

The purpose of this task is for the Executive Director to get “up-to-speed”. I will review the JPA and past board meeting agendas/minutes, meet with current interim staff in Santa Barbara, and meet with the Board President or committee of the Board in Cuyama.

Task 2: Board and Committee Meetings

This task includes preparation of agendas for the GSA Board of Directors meetings and regular committees (such as an Advisory Committee appointed by the GSA Board), attendance at these meetings, and preparation of minutes. It is assumed that the GSA Board will meet monthly on average. It is further assumed that there will be an average of one committee meeting every two months. All meetings are assumed to be held in Cuyama and will be 2.5 hours in length.

Task 3: Coordinate with Consultants and Counsel

This task includes coordination with other consultants retained by the GSA, including legal counsel and the GSP consultant. Eight hours per month of coordination by the Executive Director is assumed, plus ancillary administrative time. It is assumed that any face-to-face meetings with consultants or legal counsel will occur immediately prior to or following board or committee meetings to reduce travel costs.

Task 4: Work with Treasurer to Provide Financial Information

This task includes working with the Treasurer of the GSA to provide financial information to the GSA Board. It is understood that the Santa Barbara County Treasurer will serve as the treasurer for the GSA and keep the books. The Executive Director will forward information to the treasurer, such as bills to be paid, and receive periodic reports from the treasurer to be distributed to the GSA Board. It is assumed that all information transmitted between the Executive Director and GSA Treasurer will be done via electronic means. The level of effort assumed for this task is two hours per month of Executive Director labor, plus ancillary administrative time.

Task 5: Secure Other Services

This task involves securing services needed by the GSA. It is assumed that one consultant will be hired for the GSP and insurance will need to be procured. It is further assumed that the Executive Director will coordinate and run interviews of the prospective GSP consultants (all

interviews to be held on a single day in Cuyama). The level of effort assumed for this task also includes two hours per month on average of Executive Director labor for procurement beyond the services listed above, plus ancillary administrative time.

Task 6: GSA Point of Contact & Communicate with Residents and Landowners

This task includes communication with residents and landowners within the Cuyama Basin, and other interested parties, serving as the principle point of contact for the GSA, and providing for communications to such residents and landowners as directed by the GSA Board, such as periodic newsletter. It is assumed that three newsletters will be developed during the contract period. It is further assumed that any face-to-face communication will occur immediately prior to or following board or committee meetings to reduce travel costs. The level of effort assumed for this task also includes six hours per month of Executive Director labor for communications and serving as point of contact, plus ancillary administrative time.

Task 7: Other Activities as Directed by Board

This task covers other activities, as directed by the Board of Directors. The level of effort assumed for this task is assumed to be 2.5 hours per month of Executive Director labor, plus ancillary administrative time.

Notes:

The estimated fees do not include services for the following:

- GSP grant invoicing, management, and reporting to DWR.
- Coordination / meetings with DWR and other basins concerning SGMA matters, except as may be directed by the Board under Task 7.
- Efforts beyond those services described in Task 6 necessary to comply with SGMA stakeholder engagement requirements (GSP consultant is assumed to be responsible for this).
- Technical review of consultant work products.

ESTIMATED FEES

	Executive Director Labor \$190/hr		Executive Director Travel \$140/hr		Admin Services \$100/hr		Mileage IRS Rate		Other Direct Costs (copies, etc.)	Task Total	
	Hrs	Fee	Hrs	Fee	Hrs	Fee	Miles	Fee	Fee	Hrs	Fee
Task 1: Kickoff/Transition	10	\$1,900	5.5	\$770	0	\$0	260	\$139.10	\$0	15.5	\$2,809
Task 2: Board and Committee Meetings	250	\$47,500	94.5	\$13,230	48	\$4,800	3,780	\$2,022	\$1,400	392.5	\$68,952
Task 3: Coordinate w/ Consultants and Counsel	112	\$21,280	0	\$0	12	\$1,200	0	\$0	\$0	124	\$22,480
Task 4: Work with Treasurer to Provide Financial Info	28	\$5,320	0	\$0	24	\$2,400	0	\$0	\$0	52	\$7,720
Task 5: Secure Other Services for GSA	64	\$12,160	4.5	\$630	12	\$1,200	0	\$0	\$0	80.5	\$13,990
Task 6: GSA Point of Contact & Communicate with Residents and Landowners	100	\$19,000	0	\$0	24	\$2,400	0	\$0	\$0	124	\$21,400
Task 7: Other Activities as Directed by Board	35	\$6,650	9	\$1,260	12	\$1,200	0	\$0	\$0	56	\$9,110
Totals:	599.0	\$113,810	113.5	\$15,890	132	\$13,200	4,040	\$2,161	\$1,400	844.5	\$146,461

Monthly Estimate: \$10,462

EXHIBIT B

CONSULTING FEES

Executive Director Labor: \$190/hr

Executive Director Travel: \$140/hr

Admin Services: \$100/hr

Vehicle Mileage: IRS Rate

Other Direct Costs: Cost + 5%

EXHIBIT C

INSURANCE

Consultant shall provide the following types of insurance designated in this section by a check mark that includes coverage limits complying, at a minimum, with the limits set forth herein:

Type of Insurance	Limits (comb. Single)
Errors and omissions	\$1,000,000
Commercial gen. Liability	\$1,000,000 (per occurrence)
Business auto liability	\$1,000,000
Workers comp.	Statutory Limit

Cuyama Basin Groundwater Sustainability Agency and all of its officers, employees, and volunteers shall be named as additional insureds on the commercial general liability policy.

➤ QUALIFICATIONS FOR THE
CUYAMA BASIN GROUNDWATER
SUSTAINABILITY AGENCY

Executive Director

July 31, 2017

July 31, 2017

Cuyama Basin Groundwater Sustainability Agency
c/o Matt Young
Santa Barbara County Water Agency
130 E. Victoria Street, Suite 200
Santa Barbara, CA 93105

Re: Cuyama Basin Groundwater Sustainability Agency Request for Qualifications (RFQ)
for Executive Director

Dear Selection Panel Members,

We appreciate the opportunity to assist the Cuyama Basin Groundwater Sustainability Agency (CBGSA) in the strategic management of their Sustainable Groundwater Management Act compliance efforts.

Hallmark Group's proposed Executive Director will provide strong leadership on behalf of the CBGSA ensuring milestones are achieved on time. Our candidate is a long-time member of the state water contractor family with subject matter expertise, institutional knowledge, and deep understanding of water issues affecting the region. An experienced manager and effective communicator, he has the contextual understanding to frame issues for decision making. In the Hallmark Group tradition, our Executive Director will excel at project management and oversight of the CBGSA's interests.

Hallmark Group is uniquely qualified to meet the needs of the CBGSA beyond the needs for the Executive Director position. In addition to strong management and a well-qualified candidate, Hallmark Group can provide "right-size" consulting support to the CBGSA. As the specific services provided to the CBGSA are further developed, should CBGSA require more assistance, we have resources available to provide that help.

In support of the effort, we propose a small team to assist with the technical, logistical, and administrative functions. The team will work as much as necessary to provide the appropriate support. This arrangement provides maximum flexibility for the CBGSA and ensures that the Agency will only pay for the level of effort and experience required.

Hallmark Group is the trusted resource for management and implementation of some of the most complex initiatives in California water resource management. We are experts in the development and management of special purpose organizations that interface with a wide range of regulatory requirements.

Exclusively a program management firm, Hallmark Group is sought after by public and private entities to guide their most challenging and complex projects. Our reputation is built on efficiently delivering results. Our teams are compact, strategic, and client centered. We look forward to working with the Cuyama Basin Groundwater Sustainability Agency as the Executive Director to seamlessly manage the Agency through SGMA implementation in the years to come.

We thank you for your consideration, and welcome the opportunity to work with you.

Best regards,



Charles R. Gardner, Jr.
President and CEO of Hallmark Group

GENERAL FIRM INFORMATION

Hallmark Group Capital Program Management was founded in 2001 in response to the needs of project owners who sought expert administration and management for their most important programs. Excelling in the leadership and management of complex programs for both government and private clients, our areas of focus include funding, budget, project controls, organizational development, strategic implementation, environmental planning management, and design and engineering management.

As a trusted advisor, Hallmark Group helps clients to make sound decisions about their programs and experience the satisfaction that accompanies programs that exceed expectations. Our clients rely on the Hallmark Group's single point of accountability to know with confidence their interests are being expertly managed. When needed, we create project-specific organizations optimized to execute a winning strategy. Hallmark Group provides a highly-qualified team specializing in the management of programs with intricate challenges. We surface issues, recommend solutions, and implement the recommendations. The number of projects we undertake are limited so we can provide the level of service necessary to achieve the client's objectives.

With decades of experience in California water resource issues, Hallmark Group has planned, managed, and held long-standing implementation positions similar to those required for the CBGSA Executive Director. Hallmark Group's proposed Executive Director will develop a program schedule, budget, implementation strategy, and establish reporting requirements necessary for effective consultant management and GSP implementation.

Recipient of the 2016 Construction Management Association of America Special Award for Innovation to recognize outstanding performance and guiding values of transparency, collaboration, and accountability.

Hallmark Group's corporate office is located in Sacramento, California with a satellite office in Bakersfield to serve our clients in the Central and Southern California regions.
We are a state and federally certified Small Business Enterprise with a diverse staff, 16 strong.



1901 Royal Oaks Drive, Suite 200, Sacramento, CA 95815
Phone (916) 923-1500 Fax (916) 923-1515
www.hgcpm.com

We understand that the management of the Cuyama Basin Groundwater Sustainability Agency poses unique challenges and a scope of work that requires both executive and administrative skills. With this in mind, Hallmark Group has assembled a small team, organized to provide a lean and efficient approach. Hallmark Group brings to the Agency a highly qualified executive to provide expert management and leadership supported by an administrator to keep costs down. Our team brings right-sized staffing that is cooperative, efficient, and free from bureaucracy.

We have a proven record of successful management, organization, and accountability for coordinating all aspects of a program. We manage the information and frame issues, allowing the CBGSA stakeholders to make the right decisions, at the right time, based on the right information. Below is an overview of the representative programs and roles Hallmark Group has successfully served.

HALLMARK GROUP QUALIFICATIONS MATRIX	REPRESENTATIVE TASKS AND PROGRAMS	CALIFORNIA WATERFIX	KCWA	UC MERCED
	Strategic Policy Development	✓	✓	✓
	Complex Funding Procurement	✓	✓	✓
	Board Management	✓	✓	
	Meeting Facilitation	✓	✓	✓
	Stakeholder Outreach and Coordination	✓	✓	✓
	Schedule and Budget Management	✓	✓	✓
	Accounts Receivable and Payable Management	✓	✓	✓
	Project Controls	✓	✓	✓
	Organizational Development	✓	✓	✓
	Work Plan Development	✓	✓	✓
	Contract Management	✓	✓	✓
Consultant Management	✓	✓	✓	

APPLICABLE EXPERIENCE

Sustainable Groundwater Management Act – Jim Beck

Period: 2014-2016

Client: Kern County Water Agency

Contact: Curtis Creel (661) 634-1414



As a member of the Hallmark Group team, Mr. Beck has extensive experience with SGMA. In his previous role as General Manager of the Kern County Water Agency (KCWA), Mr. Beck was directly involved in the Agency’s efforts to make the legislation as effective as possible. In that capacity, he engaged with a number of state policy leaders to discuss the contents of the draft legislation and provide specific comments on ways to improve it. Those discussions included a direct conversation with Governor Brown. After the passage of the legislation, Mr. Beck oversaw KCWA’s efforts to work with local water districts to implement the requirements of the new law. That leadership required that he be very familiar with all the components of the legislation. Mr. Beck provided staff leadership as KCWA began its participation in the Kern Groundwater Authority and began its decision-making process to determine its strategy for GSA formation and decisions on which GSAs would participate.

The project met its objective which was to advocate for Kern County’s interests in the development and implementation of SGMA. Mr. Beck aggressively worked to address local concerns with the draft legislation prior to passage. After SGMA was enacted, he worked to ensure local understanding and appropriate implementation by state agencies.

Groundwater Matters – Jim Beck



Period: 1984-2016

Client: Kern County Water Agency

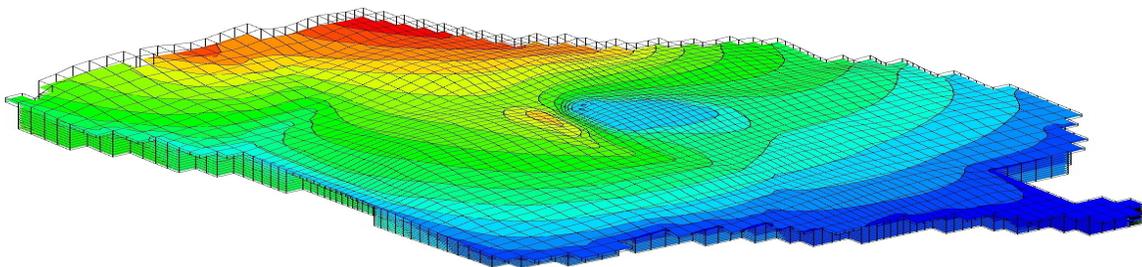
Contact: Curtis Creel (661) 634-1414

As a result of his educational, technical, and career experience, Mr. Beck has vast experience in groundwater matters. He participated in the formation of two local groundwater banking projects; the Kern Water Bank and the Pioneer Project. For those projects, he participated in the completion of the permitting and agreements that were necessary for their formation. He supervised the Agency’s hydrogeologic staff in the completion of all their duties, including; well permit reviews, preparation of

hydrographs, annual groundwater monitoring reports, groundwater level and quality maps and groundwater supply evaluations. Mr. Beck oversaw groundwater monitoring programs and the related analyses. He also oversaw the creation of the Agency's groundwater quality database and performed various hydrologic analysis. While completing a variety of groundwater related duties during his career at the KCWA, they all had a common objective of effective conduct of the technical and administrative tasks required to complete the Agency's responsibilities related to groundwater management in Kern County. Mr. Beck met the objectives associated with all the various groundwater responsibilities during his tenure.

As manager of Improvement District No. 4 of the KCWA, Mr. Beck oversaw the management and operation of the groundwater replenishment district that provides supplemental water to the Metropolitan Bakersfield area. The district operates an extensive in-district recharge program and participates in the Kern Water Bank and the Pioneer Project. An annual analysis of the groundwater conditions is performed. Mr. Beck provided direction to the preparation of this and other operational reports. As manager of a district charged with providing a supplemental water supply for the Metropolitan Bakersfield area, Mr. Beck's objective was to provide a reliable, high quality water supply at an affordable price for the residents of the district. Mr. Beck implemented a program that doubled treated water delivery capability of the district while maintaining water costs at a level that is among the lowest in the state. He also expanded the recharge capability of the district and implemented a robust financial management plant that stabilized costs and increased reliability for long term planning.

Groundwater Modeling – Jim Beck



Period: 1987-2016 Client: Kern County Water Agency Contact: Curtis Creel (661) 634-1414

Mr. Beck is an experienced groundwater modeler. He worked closely with the California Department of Water Resources (DWR) while it was planning the development of the Kern Water Bank as a storage component of the State Water Project. After working closely with DWR staff, Mr. Beck assumed the role of the primary groundwater modeler for several years. In that capacity, he performed all the tasks necessary to operate the model. This included pre-processing data for input into the model, modifying the model program to meet the unique operation of the Kern Water Bank, running the model and performing all the post-processing analyses necessary to use the model for planning.

Mr. Beck has also overseen and participated in KCWA's use of groundwater modeling professionals as they performed analyses for the Agency and its member units. The models that were developed by Mr. Beck or overseen by him, were utilized to develop and implement groundwater recharge projects in Kern County.

ADDITIONAL RELEVANT EXPERIENCE



The California WaterFix

With a projected Construction Value of \$14.9 billion and \$796 million for associated mitigation efforts, Hallmark Group has served as lead Program Manager administering and managing over 30 consultants and contracts for the largest environmental planning effort in US history.

In 2009, the Hallmark Group began managing the Delta Habitat Conservation and Conveyance Program, which was tasked with addressing the State of California's need for a more reliable water source and with the protection of the delicate Delta ecosystem. The resulting California WaterFix plan, which recently received state approval, will implement the Bay Delta Conservation Plan (BDCP) Alt 4A to secure water supplies, fix the aging water-delivery system, and protect our economy and public safety. The Hallmark Group has developed the strategy to transition from the project's planning-phase effort to the permitting and engineering phases by instituting an organization focused on transparency and accountability.

Lower Yolo Ranch Restoration Project

With a projected construction value of \$20 million, Hallmark Group has served as program manager to work through interagency agreements, associated permitting, to begin implementation of natural wetland habitat to meet California's restoration goals.



The Lower Yolo Restoration Project (Project) is proposed as a tidal restoration project in Yolo County by the lead agency, Westlands Water District (WWD), to assist the California Department of Water Resources (DWR) and the U.S. Bureau of Reclamation (Reclamation) with meeting the habitat restoration requirements of the biological opinions (BiOps). The proposed Project will enhance fishery habitat restoration in the Sacramento-San Joaquin River Delta (Delta), both in terms of restored habitat and furthering the understanding of Delta restoration and ecosystem science.

Started in 2012, a strategic smelt habitat restoration project, the 3,000 acre Lower Yolo Ranch Restoration project ground to a halt. The Hallmark Group was called in to recover the project, by resolving regulating and local agency concerns, the team is preparing to begin restoration of the site in 2018.



Kern County Local Mediation

As the lead program manager, the effort involved many diverse stakeholders leading to key advances that developed more comprehensive water-supply management policies and strategies for all of Kern County.

A complex mediation effort within Kern County focused on the resolution of numerous local water-management issues with a variety of stakeholders, Mr. Beck provided primary managerial oversight for this project, and served as the lead spokesperson for the KCWA. The issues addressed during this multi-faceted process included local State Water Project (SWP) contract issues, groundwater issues and development, use and assignment of facilities, rights, and other KCWA assets. All of the issues addressed were recognized as part of an overarching need to develop more comprehensive water-supply management policies and strategies for all of Kern County.

The mediation effort involved over 50 stakeholder representatives, including board members, policy makers, staff members, and attorneys representing stakeholders throughout Kern County. The project was unable to meet its rather ambitious initial objective of resolving all of the local groundwater issues in Kern County, never the less, key advances in several areas were realized, including: technical workgroups reached a consensus on draft guidelines for calculating hydrologic balances for agricultural and urban water districts, and preliminary discussions on asset allocation provided the foundation for formal agreements on allocating KCWA assets (including access to Lower River rights, Cross Valley Canal capacity, and components of KCWA's \$44M Proposition 13 Project).

UC Merced

At a construction value of \$500 million, Hallmark Group was program manager for this multiple delivery approach project, guiding procurement, RFQ/RFP processes, construction efforts, schedule, budget, and cost control.

As a direct result of Hallmark Group's diligence and strategic management, the campus opened on time and on budget.



At the critical outset of on-site construction, the Hallmark Group was selected as the Program Management group, and was tasked with establishing budgetary, schedule, and quality-control measures that would ensure the timely opening of the campus in September of 2005. Hallmark Group instituted program protocols to expertly manage the large-scale capital improvement program. Throughout its seven-year tenure on the campus site, Hallmark Group assumed a managerial and leadership role in the completion of every construction-related capital improvement. In addition to featuring state-of-the-art design and construction methods, UC Merced's consistent focus on environmental stewardship led the campus to achieve the first ever LEED certification for a college campus.



Kern Treated Water Capacity Expansion Project

With a construction value of \$90 million, Hallmark Group's Jim Beck was program manager on this important community infrastructure upgrade. The project resulted in increased drinking water quality, reliability, and supply while updating infrastructure, increasing water treatment capacity, and providing environmental benefits.

The Treated Water Capacity Expansion Project (TWCEP) included the expansion of existing drinking water treatment facilities and construction of new pump stations and pipelines to deliver treated water to the north, northwest and east portions of metropolitan Bakersfield. The project included construction of a large-scale power project and electrical substation. The TWCEP was completed in 2011 and provides a safe and affordable water supply to tens of thousands of homes and businesses in the metropolitan Bakersfield area. As General Manager, Jim Beck oversaw all aspects of this comprehensive project, including negotiating funding and participation agreements, developing contracts, developing financing strategy, issuance of bonds, construction management and start up.

The project met its objective of delivering a state of the art expansion of the existing treated water facilities on time and on budget. The capacity of the treatment facilities was doubled. The project was completed on schedule and was slightly under the original estimated cost.

Cross Valley Canal Expansion Project

With a construction value of \$100 million, Hallmark Group's Jim Beck was instrumental in this remarkable - infrastructure project, connecting the CVC to the California Aqueduct, local banking projects and districts, the Henry C. Garnett Water Purification Plant, and the Friant-Kern Canal.



The Cross Valley Canal (CVC) was constructed in 1975 to move State Water Project (SWP) water from the California Aqueduct to urban Bakersfield. The Kern County Water Agency (Agency) contracted with various water districts (CVC Participants) for the construction and operation of the CVC. The first 17 miles of its 21.5-mile length are concrete-lined to minimize water losses, while the remaining section is unlined to facilitate ongoing percolation to the aquifer (recharge). The expansion project increased canal capacity and water supply reliability by approximately 54 percent, allowing 1,422 cubic-feet-per-second of flow. The project included the expansion of the lined canal prism, the addition of 6 new pumping plants and a new interconnection with the Friant Kern Canal. As General Manager of the Kern County Water Agency, Mr. Beck oversaw all aspects of the project including securing state bond funding, developing participation agreements, and contracts for project start up.

The original project objectives were not met as a result of a change in strategy that occurred under the direction of the project participants. After receiving initial proposals that exceeded the engineer's estimate, the project was restructured to implement cost saving measures. This activity extended the original schedule and enabled the development of a more realistic estimate of the true project costs. After this change of approach was implemented, the project proceeded on schedule. The budget was modified several times as a result of change orders to address necessary additions to the project that were not contained in the original plans and specifications.

PROJECT TEAM INFORMATION

Hallmark Group will provide “right-size” staffing for the CBGSA. We will delegate project tasks within our team to the appropriate staff level, ensuring that our high-level strategists can offload time-consuming administrative tasks to our skilled support-level team. This leverages high value expertise and keeps costs down for the Agency.

Our project specific teams have superior communication and interpersonal skills, regularly managing and coordinating diverse groups of stakeholders, both internal and external, to achieve outstanding results for the client. Through our years of experience, we have established valuable relationships within the Department of Water Resources and the greater California water resources community and are well respected within the regulating agencies.

We proudly propose Jim Beck as the Executive Director for the Cuyama Basin Groundwater Sustainability Agency. With over 30 years of experience in the water resource community, Mr. Beck brings unparalleled depth of knowledge and the long-established familiarity with the people required to lead and manage the CBGSA. As the former General Manager of the Kern County Water Agency, Mr. Beck has been implementing similar initiatives to meet complex water needs throughout his career.

During his time with KCWA, Mr. Beck played key roles in many programs—including the State Water Project—that placed the agency at the vanguard of good water management practices. Jim has a thorough knowledge of Delta and State Water Project (SWP) water quality and operations and is familiar with Delta and State Water Project hydrodynamic or water quality models and their application and uses.

He also managed the agency’s urban water district, which provides a supplemental water supply for the metropolitan Bakersfield area, and led agency staff in such critical projects as the expansion of Improvement District No. 4’s treated-water operations and the expansion of the Cross Valley Canal.

Mr. Beck earned his Master of Science degree in Water Quality from the University of Pittsburgh Graduate School of Public Health, and his Bachelor degrees in Biological Sciences and History from the University of Pittsburgh. He currently holds multiple professional licenses and certifications in the State of California, including; water treatment operator (Grade III), water distribution operator (Grade II), and water quality analyst (Grade IV). With his education and his professional certifications, Mr. Beck possesses extensive knowledge of source water physical, chemical and bacteriological processes which impact drinking water quality. In addition, Mr. Beck has directed the preparation of sanitary surveys for the Kern River and the Friant Kern Canal. He was also part of the advisory committee that provided

“The campus could not have opened on time without the extraordinary dedication and hard work of all involved, and Hallmark was an unflagging partner in that long and successful effort.”

- Thomas E. Lollini
Associate Vice Chancellor
Catherine Kniazewycz
Director of Project Management
Gary Knox
Director of Construction

technical and policy input to the Department of Water Resources while it was completing the sanitary survey for the State Water Project.

Beyond his impressive professional qualifications, Mr. Beck brings with him a demonstrated concern for the real-life impacts of water policies as well as a commitment to dialogue, and transparency in management practices.



UC Merced: Construction Management and RFP/RFQ Management

Due to the broad scope that may be required for the CBGSA, we also propose Chuck Gardner as an optional resource to serve as a Strategic Advisor. Mr. Gardner has extensive experience with managing complicated issues, diverse opinions, and multiple stakeholders. In his role with the California WaterFix, he has worked to resolve project issues including cost allocation, funding agreements, local elected-official and landowner concerns, permitting, real estate acquisition, operations, and design and construction oversight. The Construction Management Association of America (CMAA) awarded Mr. Gardner the organization’s first Special Award for Innovation. This first-of-its-kind honor recognizes his outstanding performance on this complex program and his guiding values of transparency, collaboration, and accountability.

Mr. Gardner has also been leading the efforts of the Design and Construction Enterprise (DCE), the newly created entity that if the project is approved, will manage the design and construction of the California WaterFix. Chuck and the Hallmark Group team have decades of experience in consultant management. Our staff have also developed the work plans, organizational structure and associated documentation including position details, roles and reporting delegations, requests for qualifications (RFQ) and requests for proposals (RFP) to bring new consultants to our programs.

California WaterFix received the Engineering Project of the Year at the North American Strategic Infrastructure Leadership Forum 2014.

The CBGSA will be supported by Claudia Rodriguez, an experienced project administrator and document controls manager. Ms. Rodriguez will support the Mr. Beck as Executive Director, oversee the Agency schedule, and aid with tasks as outlined in scope of work. As she has demonstrated in her work with the California WaterFix, Ms. Rodriguez regularly engages stakeholders, manages Board interactions and meetings to ensure meaningful sessions that respond to the needs of participants, as well as oversees document control needs, and spearheads document processing, tracking, retrieval, filing, control and

distribution. She creates presentations, works with presenters, manages logistics, compiles information, and reports on feedback to guide future sessions.

As an additional resource, the CBGSA may benefit from the support of a Hallmark Group Contract Analyst, to manage the contracting component required for consultant work. Our contracts team has

many years of hands-on involvement in coordinating and negotiating contracts. While on the California WaterFix Hallmark Group has developed and managed business alliances with key consultants, ensured legal requirements were met, and monitored cost and contractual compliance on \$250M worth of contractual obligations. Our contracts team continually monitors compliance to contract requirements ensuring all conditions are satisfied before approval of any change and or invoice.



JIM BECK – EXECUTIVE DIRECTOR

Jim has over 30 years of expertise implementing initiatives to meet California’s water needs. Formerly the General Manger of the Kern County Water Agency, Mr. Beck oversaw operation and administration, and held broad water-supply management responsibilities within Kern County. He has been instrumental in many programs that have placed the agency at the forefront of water management statewide. These programs include coordinating local participation in the State Water Project, developing and operating groundwater banking programs, operating the Cross Valley Canal, and overseeing the Henry C. Garnett Water Purification Plant.

SELECT RELEVANT EXPERIENCE

California WaterFix

Jim’s 30 years of California water policy leadership are reflected by the efficacy of his work with the California WaterFix (formerly the Bay Delta Conservation Plan), a \$15.5 billion program to provide a more reliable water supply to over 25 million California residents. Jim worked with stakeholders to provide project updates and to develop a Kern County implementation strategy. He also contributed to the negotiation of state and local funding agreements that identified not only the costs borne by Kern County, but also the terms and conditions for Kern County’s participation in the planning effort.

Kern County Local Mediation

Jim managed the effort in Kern County to resolve numerous local water-management issues with stakeholders. As the lead spokesperson for the KCWA, he addressed issues including local State Water Project (SWP) contract issues, groundwater issues and development, use and assignment of facilities, rights, and other KCWA assets. The effort involved over 50 stakeholder representatives which realized key advances in several areas: technical workgroups reached a consensus on draft guidelines for calculating hydrologic balances for agricultural and urban water districts, and preliminary discussions on asset allocation provided the foundation for formal agreements on allocating KCWA assets.

ID4 and Cross Valley Canal Expansion

Jim managed KCWA's urban water district, which provides a supplemental water supply for the metropolitan Bakersfield area, and has led agency staff in two major capital improvement projects: the expansion of Improvement District No. 4’s treated-water operations and the expansion of the Cross Valley Canal.

LICENSES AND CERTIFICATIONS

Water Quality Analyst – Grade IV – American Water Works Association Water Treatment Plant Operator – Grade III – State of California
Water Distribution Operator – Grade II – State of California

EDUCATION

Master of Science, Water Quality, University of Pittsburgh Graduate School of Public Health

Bachelor of Science, Biological Sciences and History (dual) with special emphasis in environmental biology. Minor in chemistry.

ASSOCIATIONS

American Water Works Association

INDUSTRY TENURE

30+ years

CHARLES R. GARDNER, JR. - STRATEGIC ADVISOR



Mr. Gardner's career has focused on program management, organizational leadership, and strategic planning. Since 1998, he has worked with public and private entities on innovative, large-scale projects significant to the state of California. Chuck applies his background in economics, construction, and program management to complex, politically sensitive initiatives. A project-turnaround specialist, he is often called upon to direct capital projects struggling with funding, scheduling, or leadership.

SELECT RELEVANT EXPERIENCE

AWARDS

Special Award for Innovation from the Construction Management Association of America 2016

Engineering Project of the Year at the North American Strategic Infrastructure Leadership Forum 2014 for the California WaterFix

EDUCATION

Harvard Business School, Behavioral Economics

Harvard Business School, Leading Professional Service Firms

Bachelor of Science, Economics, North Carolina State University

INDUSTRY TENURE

30+ years

California WaterFix

Mr. Gardner's most recent project is the California WaterFix (formerly the Bay Delta Conservation Plan), a \$15 billion program to provide a more reliable water supply to over 25 million California residents. Because of his efforts, he was awarded the 2016 Construction Management Association of America Special Award for Innovation to recognize Chuck's strong leadership over the last seven years of a diverse group, including water agencies, non-governmental agencies, and state and federal agencies to advance the California WaterFix.

Lower Yolo Ranch Restoration Project

Started in 2012, a strategic smelt habitat restoration project, the 3,000 acre Lower Yolo Ranch Restoration project ground to a halt. Chuck and Hallmark Group were called in to recover the project. By resolving regulatory and local agency concerns, he restarted the project and on track to be begin restoration of the site in July of 2018.

University of California, Merced

In 2002, Chuck was able to refocus the delayed program for development of the University of California campus in Merced, California. He established and implemented a successful strategy that mitigated environmental permitting, design, and construction delays; his efforts led to a successful campus opening in 2005.

CLAUDIA RODRIGUEZ – PROJECT ADMINISTRATOR



QUALIFICATION AND ASSOCIATIONS

Certified Document Controller
Certified Aconex Professional

EDUCATION

Bachelor of Science, Business Management, California State University, Sacramento

INDUSTRY TENURE

15 years

Ms. Rodriguez is a dedicated, highly organized professional with 15 years of experience delivering superior results in a variety of administrative roles and varying capacities. She is proficient in senior-level executive administrative and management support. Ms. Rodriguez is familiar with all aspects of office management, operations, logistics, research and development, and project management.

Ms. Rodriguez holds extensive expertise in the areas of document control, meeting facilitation, and project management. She supports the executive team by providing clear and concise reporting mechanisms for meetings and presentations.

Ms. Rodriguez’s experience has provided her the ability to evaluate existing processes, develop standardized process and implementation of processes throughout multiple industries. Her ability to multi-task and her great attention to detail combined with her strong work ethic have resulted in a professional who produces error-free work.

SELECT RELEVANT EXPERIENCE

California WaterFix

Ms. Rodriguez is responsible for consultant coordination, stakeholder communication, program-progress reporting, meeting management, facilitation, systems implementation, and document control. In addition, she produces and manages materials, agendas, presentations, and other project collateral for executive-level meetings. She also assists the Finance and Contracts Department with special projects.

Ms. Rodriguez further oversees document control needs, spearheads document processing, tracking, retrieval, filing, control and distribution. She further assists in developing, refining, implementing efficient document control methods, coordinates and trains project personnel on document control systems.

Bay Delta Conservation Plan

Ms. Rodriguez was responsible for consultant coordination for program-progress reporting, meeting management, and stakeholder communication. She was also responsible for providing support to the executive team; managed Program Director’s calendar, correspondence and assisted on special projects.

PROJECT APPROACH

The overall project approach for the Hallmark Group in providing Executive Director services for the CBGSA will be to provide the appropriate level of support at the lowest possible price. When the extensive experience and skills of Mr. Beck are determined to best meet the needs of the CBGSA for a specific task, he will be the one completing that task. When administrative or financial support is required, those services will be provided by other well-qualified and capable Hallmark Group team members, under a lower billing rate. As other tasks arise, Hallmark Group will evaluate what level of service is required and insure that those services are effectively provided at the lowest cost utilizing the broad skills and abilities available from the entire staff of the Hallmark Group.

The specific approach for implementing each of the items in the project scope in a cost-effective and timely manner is discussed in the following sections.

Task 1: GSA Board of Directors Meetings

Prepare agendas of meetings of the GSA Board of Directors and any regular committees, including an Advisory Committee appointed by the GSA Board, attend those meeting, and prepare minutes of those meetings; it is expected that the GSA Board on average will meet monthly.

Hallmark Group staff will work closely with the President of the CBGSA to develop the agenda for each CBGSA meeting. The appropriate team member will attend those meetings and minutes will be prepared by administrative staff and reviewed with the CBGSA President. The conduct of any CBGSA meeting, including the preparation of the agenda and the minutes, will strictly adhere to all the requirements that govern public agencies in California under the “Brown Act”. To ensure that CBGSA Directors and members of the Public have sufficient time to prepare prior to meetings, the standard practice will be to distribute all meeting materials at least one week prior to the meeting date. For preparation of a typical monthly cost estimate, it will be assumed that one meeting lasting 2 hours will be held each month.

Hallmark Group’s Program Management approach resulted in nearly \$4 million a month in savings on the California WaterFix.



Task 2: Consultant Management and GSP Development

To coordinate with other consultants retained by the GSA, including legal counsel and the firm(s) preparing the GSP and facilitating its development.

Hallmark Group staff will oversee all activity of the consultant selected to prepare the GSP to ensure that the plan is delivered on time and on budget. This consultant management activity will include direct interaction with the consultant on contracting, deliverables, invoicing, budget, and schedule. To reduce costs, it is expected that management of the consultant will occur via telephone or email and will not

require travel. If travel is required, travel time will be billed at actual time and travel costs will be reimbursed at the IRS rate. For preparation of a typical monthly cost estimate, it will be assumed that the consultant will prepare project status and budget reports under the direction of the Hallmark Group staff. Hallmark Group staff will provide budget updates only as part of the overall financial reports provided under Task 3.

Hallmark Group staff will meet with legal counsel only as necessary to facilitate the development of the GSP. It is expected that consultation with legal counsel will occur via telephone or email.

If other consultants are retained by the CBGSA to assist in the completion of the GSP, Hallmark Group will provide a similar level of management services to the CBGSA required for the oversight of the additional consultant. For preparation of a typical monthly cost estimate, no additional consultants will be assumed to be retained by the CBGSA. If an additional consultant is retained, the Hallmark Group will prepare a Task Order for review and approval by the CBGSA Board that identifies the nature of the services to be provided and their cost. The Hallmark Group team will only begin work on a Task Order following CBGSA Board approval.

Task 3: Financial Information Coordination

Working with the Treasurer of the GSA to provide financial information to the GSA Board.

As part of the monthly CBGSA Board meeting, the Hallmark Group team will prepare a summary of the monthly revenues and expenses as well an update on the status of the annual budget.

Task 4: Secure Other Services as Needed

To secure any other services needed by the GSA, such as insurance.

When directed by the CBGSA Board, the Hallmark Group team will secure other services needed by the GSA. Prior to securing those services, Hallmark Group will prepare a Task Order for review and approval by the CBGSA Board that identifies the cost for Hallmark Group to acquire and administer those services. The Hallmark Group will only begin work on a Task Order following CBGSA Board approval. Since the nature and scope of these services are unknown at this time, they will not be included in the typical monthly cost estimate.

Task 5: Cuyama Basin GSA Outreach

To communicate with residents and landowners within the Cuyama Basin, and other interested parties, as the principle point of contact for the GSA, and to provide for communications to such residents and landowners as directed by the GSA Board, such as periodic newsletters.

There are a variety of methods for the CBGSA to communicate with residents, landowners, and interested stakeholders. The Hallmark Group is committed to structure a communication strategy that meets the needs of the CBGSA Board at an affordable cost. Hallmark Group will work with the CBGSA to

develop a communication plan, that identifies the methods of communication to be used by the CBGSA. Included in that plan will be the costs associated with the development and implementation of the selected strategy. Prior to development of the communication plan, Hallmark Group will develop a Task Order for review and approval by the CBGSA Board that describes the plan for developing the Communication Plan and the cost for the Hallmark Group team to provide those services.

Task 6: Other Activities as Required

Other activities as directed by the Board of Directors.

When other activities are required by the CBGSA as determined by the Board of Directors, the Hallmark Group team will develop a Task Order for review and approval by the CBGSA Board that identifies the cost for Hallmark Group to acquire and administer those services. Hallmark Group will only begin work on a Task Order following CBGSA Board approval. Since the nature and scope of these services are unknown at this time, they will not be included in the typical monthly cost estimate.

PROPRIETARY STATEMENT

Hallmark Group acknowledges that nothing contained in this submittal or subsequent interviews is proprietary.

INSURANCE

INSURANCE COVERAGE	COVERAGE IN FORCE
Comprehensive General Liability	
Bodily Injury and Property Damage liability, covering the operations of the selected consultant and its officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000.	√
Automotive General Liability	
All automobiles owned, used or maintained by Proposer and Proposer’s officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.	√
Workers Compensation	
The amount required by the applicable laws, and Employer’s Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of Proposers’ employees as may be required by applicable law.	√
Errors and Omissions Professional Liability Insurance	
In an amount no less than \$1,000,000 each claim, including damages, claimed expenses, and supplemental payments; \$2,000,000 in the aggregate for all claims, including damages, claimed expenses, and supplemental payments. If such policy is written on a “Claims-Made” (rather than an “occurrence”) basis, Proposer agrees to maintain continuous coverage in effect from the date of the commencement of services to the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the selected consultant and any work performed or conducted by any subconsultant working for or performing services on behalf of the Proposer. No contract or contract between the selected consultant and any subconsultant shall relieve the consultant of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the consultant and any subconsultant working on behalf of the consultant on the project.	√

CONSULTING RATES AND OTHER COSTS

CLASSIFICATION	PROPOSED PERSONNEL	RATE
Executive Director	Jim Beck	\$250.00 /hr
Project Administrator	Claudia Rodriguez	\$100.00 / hr

This hourly rate is inclusive of all overhead and administrative expenses. It is assumed that all mileage and travel expenses shall be reimbursed at the current IRS rate. Upon request, Hallmark Group will provide a cost proposal for additional staff that may be required to support the CBGSA. Other costs will be determined upon final scope requirements and approved by the CBGSA.

ADDITIONAL AVAILABLE SERVICES

CLASSIFICATION	PERSONNEL	RATE
Strategic Advisor	Chuck Gardner (as requested by the GSA)	\$326.00 / hr
Project Controls	As requested by the GSA	\$200.00 / hr
Project Manager	As requested by the GSA	\$175.00 / hr
Contract Analyst	As requested by the GSA	\$140.00 / hr
Project Coordinator	As requested by the GSA	\$125.00 / hr

ESTIMATED MONTHLY LEVEL OF EFFORT AND COSTS

Classification		Executive Director	Project Admin.	Total Hours
Rate / HR		250	100	
Total Labor				
Task 1	GSA Board of Directors Meetings	6.5	3	9.5
Task 2	Consultant Management and GSP Development	5.5	4.5	10
Task 3	Financial Information Coordination	.5	3	3.5
Task 4	Secure Other Services (as needed)	-	-	-
Task 5	Cuyama Basin GSA Outreach (as needed)	-	-	-
Task 6	Other Activities (as needed)	-	-	-
Total Estimated Hours		12.5	10.5	23

Classification		Executive Director	Project Admin.	Total Cost
Rate / HR		250	100	
Total Labor				
Task 1	GSA Board of Directors Meetings	1,625	300	1,925
Task 2	Consultant Management and GSP Development	1,375	450	1,825
Task 3	Financial Information Coordination	125	300	425
Task 4	Secure Other Services (as needed)	-	-	-
Task 5	Cuyama Basin GSA Outreach (as needed)	-	-	-
Task 6	Other Activities (as needed)	-	-	-
Total Travel				75

Note 1	Travel			
	Mileage [miles/ \$0.54]			75
	Hotel [nights / rooms / \$90 /Approx. 15% tax]			-
	Per Diem [days / Persons / \$46]			-

Total Other Direct Costs				
Other Direct Costs				
	Printing / Reprographics			-
	Conference Line [Approx. \$500/ mo based on usage]			-
Total Fee Proposal				4,250

HALLMARK
GROUP Capital
Program
Management

1901 Royal Oaks Drive
Suite 200
Sacramento, CA 95815

916 923.1500
hgcpm.com



➤ REVISED COST ESTIMATE FOR THE
CUYAMA BASIN GROUNDWATER
SUSTAINABILITY AGENCY

Executive Director

October 2, 2017



October 2, 2017

Cuyama Basin Groundwater Sustainability Agency
c/o Matt Young
Santa Barbara County Water Agency
130 E. Victoria Street, Suite 200
Santa Barbara, CA 93105

Re: Cuyama Basin Groundwater Sustainability Agency Request for Qualifications (RFQ)
for Executive Director

Dear Selection Panel Members,

Our initial proposal described an interactive process with the Cuyama Basin GSA Board of Directors for developing detailed task orders and costs for Tasks 4, 5 and 6. We appreciated that the start of that interactive process began when Jim Beck was interviewed by the Board on September 21, 2017. Through that discussion, we felt it would be helpful to provide a preliminary description of the outreach efforts included in Task 5.

These estimates would be refined into a final outreach plan through discussions with the Cuyama Basin GSA Board of Directors. The revised cost estimate includes additional assumptions to our cost estimate for your consideration. The website component is optional and further detailed as a separate effort outside of the anticipated monthly estimate. Additional scope may be added through individual task orders.

We thank you for your consideration, and welcome the opportunity to work with you.

Best regards,

Charles R. Gardner, Jr.
President and CEO of Hallmark Group



ESTIMATED MONTHLY LEVEL OF EFFORT

Classification		Executive Director	Project Manager I	Project Admin.	Total Hours
Rate / HR		250	150	100	
Total Labor					
Task 1	GSA Board of Directors and Advisory Committee Meetings	14	-	7	21
Task 2	Consultant Management and GSP Development	11	-	9	20
Task 3	Financial Information Coordination	1	-	6	7
Task 4	Secure Other Services (as needed)	-	-	-	-
Task 5	Cuyama Basin GSA Outreach (1 monthly email newsletter, distribution management, and basic website maintenance)	4	2	8	14
Task 6	Other Activities (as needed)	-	-	-	-
Total Estimated Hours		30	2	30	62

ESTIMATED MONTHLY COSTS

Classification		Executive Director	Project Manager I	Project Admin.	Total Cost
Rate / HR		250	150	100	
Total Labor		7,500	300	3,000	10,800
Task 1	GSA Board of Directors and Advisory Committee Meetings	3,500	-	700	4,200
Task 2	Consultant Management and GSP Development	2,750	-	900	3,650
Task 3	Financial Information Coordination	250	-	600	850
Task 4	Secure Other Services (as needed)	-	-	-	-
Task 5	Cuyama Basin GSA Outreach (1 monthly email newsletter, distribution management, and basic website maintenance)	1,000	300	800	2,100
Task 6	Other Activities (as needed)	-	-	-	-
Total Travel					150
Travel					
Mileage [miles/ \$0.535]					150
Hotel [nights / rooms / \$90 /Approx. 15% tax]					-
Per Diem [days / Persons / \$46]					-
Total Other Direct Costs					100
Other Direct Costs					
Website Domain / Interface / Mail Management < 2,500 Contacts					100
Printing / Reprographics					-
Conference Line [Approx. \$500/ mo based on usage]					-
Total Monthly Fee Proposal					11,050

ESTIMATED ONE TIME WEBSITE COSTS

Classification		Executive Director	Project Manager I	Project Admin.	Total Hours
Rate / HR		250	150	100	
Website Stand-up		-	38	-	38
Task 5a	Secure Website Services	-	3	-	3
Task 5b	Design Development (Pages: Home, About, Board of Directors, Resources, Calendar, Contact, Mailing List Sign-Up)	-	15	-	15
Task 5c	Content Development and Initial Document Upload (Pages: Home, About, Board of Directors, Resources, Calendar, Contact, Mailing List Sign-Up, Contact)	-	15	-	15
Task 5d	Distribution Development (Total Contacts < 2,500)	-	5	-	5

Classification		Executive Director	Project Manager I	Project Admin.	Total Cost
Rate / HR		250	150	100	
Website Stand-up		-	5,700	-	5,700
Task 5a	Secure Website Services	-	450	-	450
Task 5b	Design Development (Pages: Home, About, Board of Directors, Resources, Calendar, Contact, Mailing List Sign-Up)	-	2,250	-	2,250
Task 5c	Content Development and Initial Document Upload (Pages: Home, About, Board of Directors, Resources, Calendar, Contact, Mailing List Sign-Up, Contact)	-	2,250	-	2,250
Task 5d	Distribution Development (Total Contacts < 2,500)	-	750	-	750
Total Website Stand-Up Fee Proposal					5,700

HALLMARK
GROUP Capital
Program
Management

1901 Royal Oaks Drive
Suite 200
Sacramento, CA 95815

916 923.1500
hgcpm.com



➤ CUYAMA BASIN GROUNDWATER
SUSTAINABILITY AGENCY
EXECUTIVE DIRECTOR PROFESSIONAL
SERVICE AGREEMENT

September 15, 2017

Agreement Number 201709-CB-001

DOCUMENTS INCLUDED

Exhibit A – Task Order

Exhibit B – Budget

AGREEMENT

Hallmark Group ("Consultant") and Cuyama Basin Groundwater Sustainability Agency (the "Client") hereby agree to the following terms in connection with consulting services that Consultant may provide to the Client. This agreement is effective as of September 15, 2017 (the "Effective Date").

1. SERVICES

The Client hereby engages Consultant to perform, and Consultant agrees to perform, such services as Consultant and the Client may from time to time mutually agree. The scope of the services as described in Consultant's proposals submitted to the Client and as otherwise agreed by the parties. The parties agree that this agreement shall initially cover the services being rendered by Consultant described in Consultant's proposal attached hereto as Exhibit A and incorporated herein by reference. The Services to be performed and the schedule for performance for each task shall be described in one or more authorizations issued to Consultant by the Client. Any changes to the Services, such as additions or deletions, shall be pursuant to further Task Order Authorizations, or amendments to existing Task Order Authorizations, agreed and executed by the Client and Consultant.

2. RESPONSIBILITY FOR SERVICES

Consultant shall perform the Services in accordance with the degree of care, diligence, professional skill, practices and judgment that is exercised by recognized professionals in his/her/its field of expertise with respect to services of a similar nature, and Consultant shall be responsible for the professional quality, technical accuracy, and completeness of all Services furnished under this Agreement. Consultant warrants that such Services shall be free of error or omission, and shall conform to any requirements specified in the applicable Task Order Authorization, and shall not result in or contribute to any infringement of any patent, copyright, trademark or other intellectual property right. In the event that Client determines that Consultant's Services have failed to meet any of the above standards, Consultant agrees, upon written notice from Client, to correct the faulty portion of the Services and that it shall be responsible for all resulting damages and losses, attributable to Consultant Services or work product. Consultant understands that Client will rely on the data, findings and

recommendations obtained from the Consultant under this Agreement. Any and all tools, materials and instruments required to perform the Work shall be furnished by Consultant.

3. COMPENSATION

The parties agree that Consultant will be compensated by the Client in connection with the services for its professional fees and expenses on each project. The cost agreed to by the parties for each project shall be described in the proposal for such project. Fees and expenses for the current project are detailed in Exhibit B, or as otherwise agreed to by the parties. The consideration to be paid to Consultant, as provided herein, shall be in compensation for Consultant's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided. Travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State of California provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3 of the California Code of Regulations.

Invoices shall be submitted to the Client on a monthly basis and shall reference this Agreement, the Task Order Authorization, and completed tasks, as specified in Exhibit A. Client shall make payment within 45 business days of receipt of an approved invoice and monthly report.

4. CONFIDENTIALITY

Consultant agrees to keep confidential all information concerning the Client that is furnished by the Client to Consultant in connection with the services hereunder ("Confidential Information"). When required by the Client, Consultant shall require its employees and subcontractors, if any, to enter into appropriate non-disclosure agreements. Without the Client's consent, Consultant will not disclose Confidential Information to any persons other than those of its directors, officers, employees, advisors, or agents who have a need to know such information, or to advisors to the Client. Confidential Information shall not include information that is (i) or becomes publicly available other than as a result of a breach of this agreement by Consultant, (ii) already known to Consultant, (iii) independently acquired or developed by Consultant without violating any of its obligations under this agreement, or (iv) required to be disclosed by law or judicial process.

All documents supplied by the Client to Consultant in connection with the services hereunder will, upon written request, be returned by Consultant to the Client or destroyed, provided that Consultant may retain a copy for its records subject to the obligation to maintain such copy confidential in accordance with this agreement. The Client recognizes and confirms that Consultant will use and rely primarily on the Confidential Information and on information available from public sources in performing the services hereunder without having independently verified the same and does not assume responsibility for the accuracy or completeness of the Confidential Information or such other publicly available information.

In the event that Consultant receives a request to disclose all or any part of any Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee, such disclosure by Consultant shall not constitute a violation of this agreement provided that Consultant (i) promptly notifies the Client of the existence, terms and circumstances surrounding such request, (ii) consults with the Client on the advisability of taking available legal steps to resist or narrow such request, and (iii) if disclosure of such Confidential Information is required or deemed advisable, exercises its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information to be disclosed which the Client designates; provided, however, that any expense incurred by Consultant in doing so shall be paid by Client.

5. INDEMNIFICATION

To the extent of Consultant's negligent errors or omissions or willful misconduct, Consultant agrees to indemnify, defend, and save harmless Client and Client's successors and assigns, and each of their respective officers, directors, agents and employees ("Indemnified Parties"), from any and all claims and losses accruing resulting to any and all contractors, subcontractors, suppliers laborers and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Consultant in the performance of this Agreement.

To the extent of Client's negligent errors or omissions or willful misconduct, Client agrees to indemnify, defend, and save harmless Consultant and Consultant's respective officers, directors, agents and employees ("Indemnified Parties"), from any and all claims and losses accruing resulting to any and all contractors, subcontractors, suppliers laborers and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Client in the performance of this Agreement.

6. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Neither Consultant, nor any of its employees, are or shall be deemed to be agents or employees of Client. Consultant has sole authority and responsibility to employ, discharge or otherwise control its employees.

7. TERMINATION

Either party may terminate services hereunder effective upon written notice to the other. In the event of any termination hereunder, the Client's sole responsibility with respect to professional fees and related expenses shall be to pay those professional fees and related expenses earned or incurred through the effective date of termination.

8. ARBITRATION

Any dispute, controversy or claim arising out of or in connection with, or relating to, this agreement, the proposals submitted to the Client, and/or the services provided by Consultant to the Client, or the breach, termination or validity of this agreement or such proposals, shall be finally settled by arbitration. The arbitration shall be conducted in accordance with the Arbitration Rules of the American Arbitration Association (the "AAA") in effect at the time of the arbitration, except as such rules may be modified by mutual agreement of the parties. The applicable rules shall be the Commercial Rules in the event of a domestic dispute and the International Rules in the event of an international dispute, and any disagreement as to the applicable rules shall be resolved by the arbitrator appointed as described below. The seat of the arbitration shall be Sacramento, California and the arbitration shall be conducted in English. The arbitration shall be conducted by one arbitrator. If the parties have not agreed

upon an arbitrator within thirty (30) days after the filing of the Request for Arbitration, then either party may request the AAA to appoint the arbitrator. The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. The parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including but not limited to any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions, and any awards) shall not be disclosed beyond the tribunal, the AAA, the parties, their counsel and any person necessary for the conduct of the proceeding, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. Either party may, without inconsistency with this Section 8, seek from a court any interim or provisional relief that may be necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the State and federal courts located in Sacramento, California.

9. INSURANCE REQUIREMENTS

A. CERTIFICATE OF INSURANCE

Coverage Term – Coverage shall be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the Client at least ten (10) calendar days prior to the expiration of such insurance. Any new insurance must still comply with the terms of this Agreement.

Policy Cancellation or Termination & Notice of Non-Renewal – Insurance policies shall contain a provision stating coverage will not be cancelled without thirty (30) days prior written notice to the Client. In the event the Consultant fails to keep in effect at all times the specified insurance coverage, the Client may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Contract.

Deductible – Consultant is responsible for any deductible or self-insured retention contained within their insurance program.

Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the Client.

Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Client’s Office of Risk and Insurance Management.

Endorsements – Any required endorsements requested by the Client must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

Inadequate Insurance – Inadequate or lack of insurance does not negate the Consultant’s obligations under this contract.

Waiver of Subrogation – A waiver of subrogation in favor of Client and Client’s officers, agents, and employees shall be included, except on Professional Liability insurance.

B. REQUIRED COVERAGES

Commercial General Liability – Consultant shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury and liability assumed under and insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Consultant’s limit of liability. The policy must include the Client and Client’s officers, agents, and employees as additional insureds, but only with respect to work being performed under the contract. This endorsement must be supplied under form acceptable to Client’s Office of Risk and Insurance Management. In the case of Consultant’s utilization of subcontractors to complete the contracted scope of work, Consultant shall include all subcontractors as insured’s under Consultant’s insurance or supply evidence of insurance to the Client equal to policies, coverage and limits required of Consultant.

Automobile Liability – Consultant shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such

insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The policy must include the Client and Client's officers, agents, and employees as additional insureds.

Workers Compensation and Employers Liability – Consultant shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required.

Professional Liability – Professional liability insurance coverage for protections from claims arising out of performance of professional services under this Agreement in an amount of not less than \$1,000,000 per claim is also required, with a 24-month discovery period after completion of the performance under the Agreement.

C. PROOF OF INSURANCE

The Consultant shall provide proof of insurance within ten (10) days of the effective date. Subsequent renewals of the insurance certificate shall be sent to the person named as the Client Representative named in this Agreement. These names and addresses shall appear on the certificate as the certificate holder.

10. MISCELLANEOUS

Neither party may assign its rights or obligations under this agreement to any person or entity without the written consent of the other party. The provisions of this agreement are severable. If any provision of this agreement (or portion thereof) is held to be invalid, illegal or unenforceable, such provision (or portion thereof) shall be deemed severed from this agreement, and the balance of this agreement shall remain in full force and effect. This agreement and the proposals constitute the entire agreement between the parties, and there are no prior or contemporaneous oral or written representations, understandings or agreements relating to this subject matter that are not fully expressed herein or therein. This agreement and the proposals shall (i) be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles, and (ii) inure to the benefit of and be binding on the successors and assigns of the Client and Consultant. This agreement shall survive the completion or any termination of the services hereunder. All notices, requests, demands, and other communications to be given under this agreement and the proposals (other than routine operational communications) will be in writing and will be delivered

either by hand, by overnight mail, by fax, or by email. Notices sent by email shall also be sent by hand, overnight mail, or by fax if not acknowledged by the receiving party within two business days. All notices shall be effective on the date received.

Hallmark Group

Name: Charles R. Gardner Jr.
Title: President
Date: September 15, 2017

Cuyama Basin Groundwater Sustainability Agency

Name: CLIENT REPRESENTATIVE
Title: CLIENT TITLE
Date: September 15, 2017



**HALLMARK
GROUP** Capital
Program
Management

1901 Royal Oaks Drive
Suite 200
Sacramento, CA 95815

916 923.1500
hgcpm.com

