

## Paso Basin Cooperative Committee Notice of Regular Meeting

### AGENDA

October 25, 2023

NOTICE IS HEREBY GIVEN that the Paso Basin Cooperative Committee will hold a Regular Meeting at **4:00 p.m.** on **Wednesday, October 25, 2023**, at the Paso Robles Council Chambers, 1000 Spring Street, Paso Robles, CA 93446.

Zoom Link: <https://us06web.zoom.us/j/83359446962?pwd=bGJFK3pXYitOQ0hWdk5mZTBXWDFoZz09>  
 Meeting ID: 833 5944 6962  
 Passcode: 068456  
 Call-in: +16694449171,,83359446962#,,,,\*068456# US

*NOTE: The Paso Basin Cooperative Committee (PBCC) reserves the right to limit each speaker to three (3) minutes per subject or topic. In compliance with the Americans with Disabilities Act, all possible accommodations will be made for individuals with disabilities, so they may participate in the meeting. Persons who require accommodation for any audio, visual or other disability in order to participate in the meeting of the PBCC are encouraged to request such accommodation 48 hours in advance of the meeting from Taylor Blakslee at (661) 477-3385.*

#### Members

Matt Turrentine, Chair, Shandon-San Juan WD  
 Kelly Dodd, Vice Chair, San Miguel CSD  
 John Hamon, Secretary, City of Paso Robles  
 Bruce Gibson, Treasurer, County of SLO  
 Dana Merrill, Estrella El-Pomar Creston WD

#### Alternates

Ray Shady, Shandon-San Juan WD  
 Dustin Pittman, San Miguel CSD  
 Vacant, City of Paso Robles  
 Blaine Reely, County of SLO  
 Hilary Graves, Estrella El-Pomar Creston WD

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1. Call to Order (**Turrentine**) (1 min)
2. Pledge of Allegiance (**Turrentine**) (1 min)
3. Roll Call (**Blakslee**) (1 min)
4. Approve Member Change for San Miguel CSD GSA (**Dodds**) (3 min)
5. Approve Alternate Change for City of Paso Robles GSA (**Alakel**) (3 min)
6. Meeting Protocols (**Blakslee**) (2 min)
7. Public Comment – Items not on Agenda (**Turrentine**) (3 min/speaker)
8. Response to Previous Public Comments (**Reely**) (5 min) – *Nothing to Report*

### REPORT ITEMS

9. Report from EPC GSA Regarding Extraction Reporting Methodology (**Reaugh**) (5 min)
10. Status of Fall 2023 Groundwater Level Measurements (**Reely**) (2 min) – *Verbal*
11. Update on Contract for Preparation of Water Year 2023 Annual Report (**Reely**) (5 min)
12. Discuss Potential Public Outreach Initiatives and Consider Directing PBCC Staff to Develop an Outreach Strategy for Future Consideration by the PBCC (**Gibson**) (15 min) – *Verbal*
13. Report on SGMA GSP Round 1 Grant Implementation (**Reely**) (5 min)
14. Report on Technical Advisory Committees (**Blakslee**) (10 min)
  - a. Expanded Monitoring Network
  - b. Blended Water Supply
  - c. MILR

*For more information, please visit the Groundwater Sustainability Agency websites at:*

County of San Luis Obispo - [www.slocounty.ca.gov/sgma](http://www.slocounty.ca.gov/sgma) | Shandon-San Juan Water District – [www.ssjwd.org](http://www.ssjwd.org) |  
 City of Paso Robles – [www.prcity.com](http://www.prcity.com) | San Miguel CSD – [www.sanmiguelcsd.org](http://www.sanmiguelcsd.org) | Estrella-El Pomar-Creston Water District [www.epcwd.org](http://www.epcwd.org)

## ACTION ITEMS

15. Approval of Meeting Minutes **(Turrentine) (5 min)**
  - a. July 26, 2023, Regular Meeting Minutes
  - b. September 7, 2023, Special Meeting Minutes
16. Review and Recommend Individual GSAs Approve MOA Amendment No. 2 **(Reely) (15 min)**
17. Discuss and Provide Direction on the Development of a Budget Framework for the PBCC **(Reely) (10 min)**
18. Recommend the County Issue the Paso Robles Groundwater Basin Cost of Service Rate Study RFP **(Reely) (10 min)**
19. Recommend Approval of the Expanded Monitoring Network **(Blakslee/Page/Cunha) (30 min)**
20. Recommend County Award Contract to Selected Consultant for the Blended Irrigation Water Supply Project **(Reely) (15 min)**
21. Adopt the 2024 Meeting Calendar **(Blakslee) (5 min)**
22. Update from Member GSAs **(10 min) – Verbal**
  - a. City of Paso Robles
  - b. County of San Luis Obispo
  - c. San Miguel Community Services District
  - d. Shandon-San Juan Water District
  - e. Estrella-El Pomar-Creston Water District
23. Committee Member Comments – Committee members may make brief comments, provide status updates, or communicate with other members, staff, or the public regarding non-agenda topics
24. Upcoming meeting(s) **(Blakslee) (2 min)**
  - a. Next Special PBCC Meetings – Potentially in December 2023
25. Future Items **(2 min)**
26. Correspondence **(2 min)**
27. Adjourn **(6:45 p.m.)**

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 City of Paso Robles – [www.prcity.com](http://www.prcity.com) | San Miguel CSD – [www.sanmiguelcsd.org](http://www.sanmiguelcsd.org) | Estrella-El Pomar-Creston Water District [www.epcwd.org](http://www.epcwd.org)

**PASO BASIN COOPERATIVE COMMITTEE**  
**October 25, 2023**

**Agenda Item #9** – Report from EPC GSA Regarding Extraction Reporting Methodology

**Recommendation**

None; informational only.

**Prepared By**

Jerry Reaugh, Estrella-El Pomar-Creston Water District Groundwater Sustainability Agency

**Discussion**

A report from Estrella-El Pomar-Creston Water District Groundwater Sustainability Agency regarding an extraction reporting methodology is provided as Attachment 1.

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## **PBCC Staff - Progress Report - October 12, 2023**

### Extraction Monitoring Methodology

#### **Progress:**

PBCC Staff met on September 21, 2023 to start the discussion on Extraction Monitoring Methodology and how the Paso Subbasin GSP would move forward on how to determine groundwater extraction from the Subbasin.

The attached Agenda was presented.

A broad-based discussion ensued including the various potential methods and vendors available to provide extraction data.

#### **Results of Meeting:**

A consensus was reached that Metering would not be the primary method of determining extraction.

The Staff would focus on ET (Evapotranspiration) as the primary method to determine groundwater extraction.

The Staff asked EPC to take the lead in developing a recommendation that can be taken to the PBCC Board.

#### **Subsequent to Staff Meeting:**

The two water districts, SSJ (Cunha) and EPC (Reaugh), met with their engineering consultants, GSI Water Solutions, Inc., and discussed how the PBCC might go about selecting a methodology and providers for ET monitoring of groundwater extraction.

#### **Next Step:**

The two water districts plan to report back to the PBCC Staff, in the next 2 or 3 weeks, their suggested approach to selection of ET methodology/purveyor.

**PASO BASIN COOPERATIVE COMMITTEE**  
**October 25, 2023**

**Agenda Item #11** – Update on Contract for Preparation of Water Year 2023 Annual Report

**Recommendation**

None; informational only.

**Prepared By**

Blaine Reely, County of San Luis Obispo Groundwater Sustainability Director

**Discussion**

On October 26, 2022, the Paso Basin Cooperative Committee (PBCC) took action to “...authorize staff to issue an RFP and award a contract for development and submittal of Annual Reports for Water Years 2021-2022 and 2022-2023 with the requirement that the PBCC sees the report by early February.”

GSI Water Solutions Inc. (GSI) was selected to develop and submit the Annual Reports for the Paso Basin and will begin developing the Water Year 2023 Annual Report for review by the PBCC prior to its submittal to the California Department of Water Resources due April 1, 2024.

GSI’s estimated cost for Annual Report development and submittal is not to exceed \$94,770. According to the cost share percentages outlined in the PBCC Memorandum of Agreement (MOA), each PBCC Groundwater Sustainability Agency’s (GSA) cost share for the Water Year 2023 Annual Report is provided below:

	<b>GSA</b>	<b>MOA Cost Share Percent</b>	<b>Water Year 2023 Annual Report Cost Share</b>
1	City of Paso Robles	15.2%	\$14,405
2	County of San Luis Obispo	32.3%	\$30,611
3	Estrella-El Pomar-Creston	29.3%	\$27,768
4	San Miguel CSD	3.0%	\$2,843
5	Shandon San Juan	20.2%	\$19,144
	TOTAL	100%	<b>\$94,770</b>

\* \* \*

**PASO BASIN COOPERATIVE COMMITTEE**  
**October 25, 2023**

**Agenda Item #13** – Report on SGMA GSP Round 1 Grant Implementation

**Recommendation**

None; information only.

**Prepared By**

Blaine Reely, County of San Luis Obispo Groundwater Sustainability Director

**Discussion**

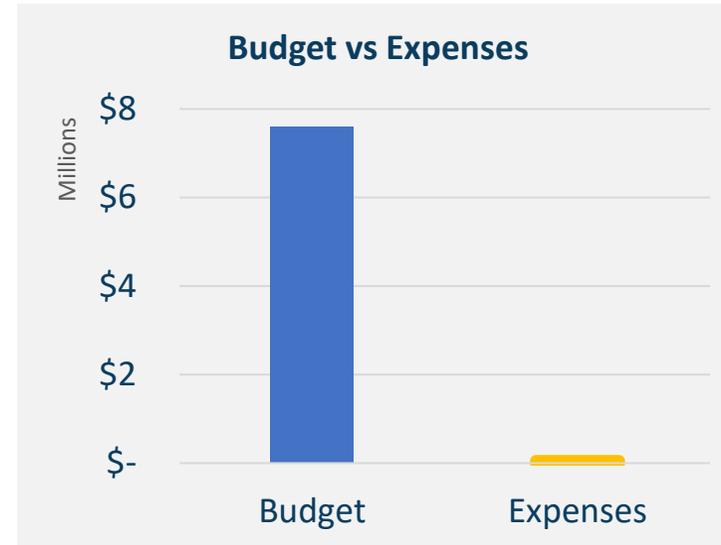
A report on the budget and expenses for each component of the awarded California Department of Water Resource Sustainable Groundwater Management Round 1 grant (\$7.6 million) is provided as Attachment 1.

\* \* \*

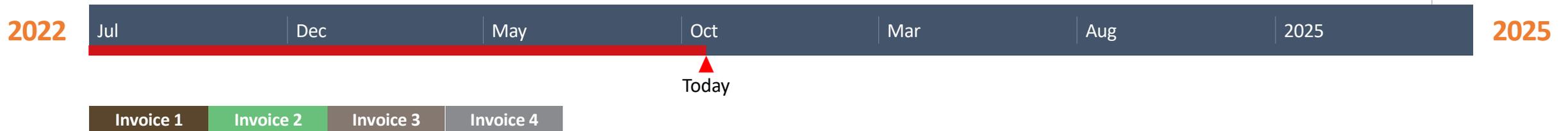
# 13 – Report on SGMA GSP Round 1 Grant Implementation

Taylor Blakslee

- Four (4) invoices submitted to-date
- Invoice No. 4 Total = \$9,000.00



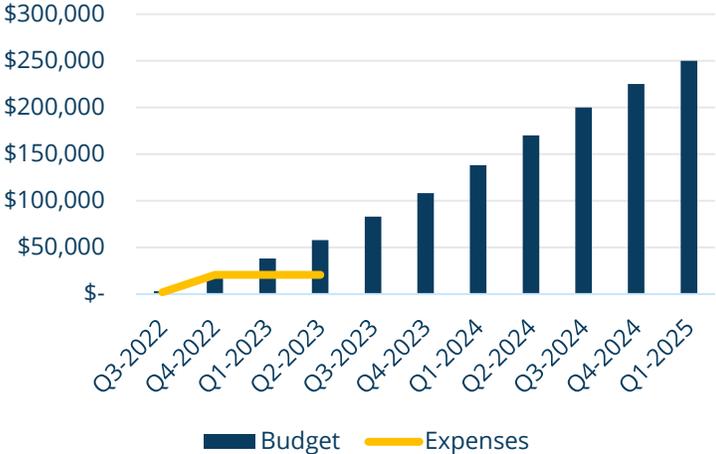
## Invoices Submitted



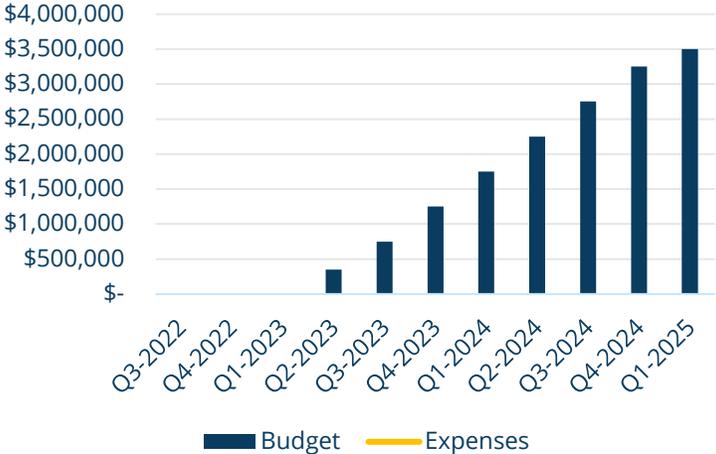
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Taylor Blakslee

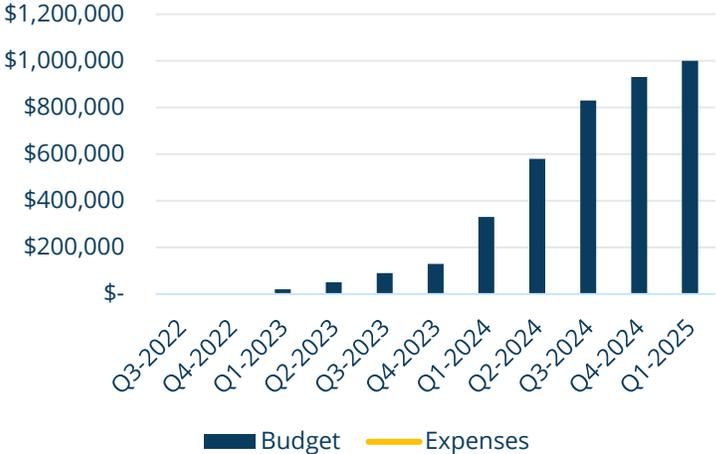
### Comp 1: Grant Admin



### Comp 2: Paso Recycle



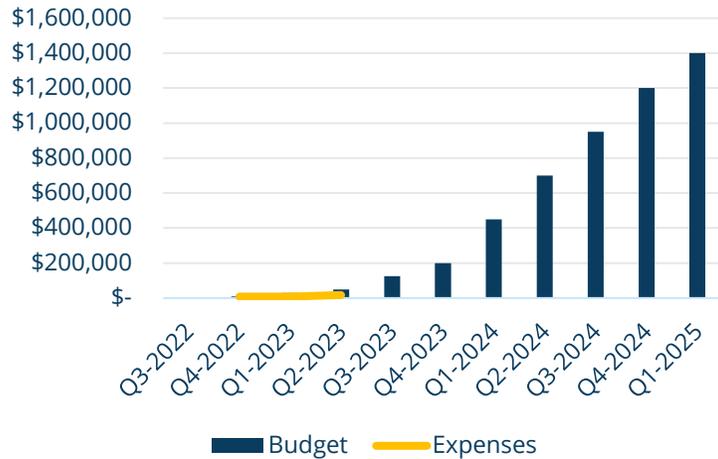
### Comp 3: SMCS D Recycle



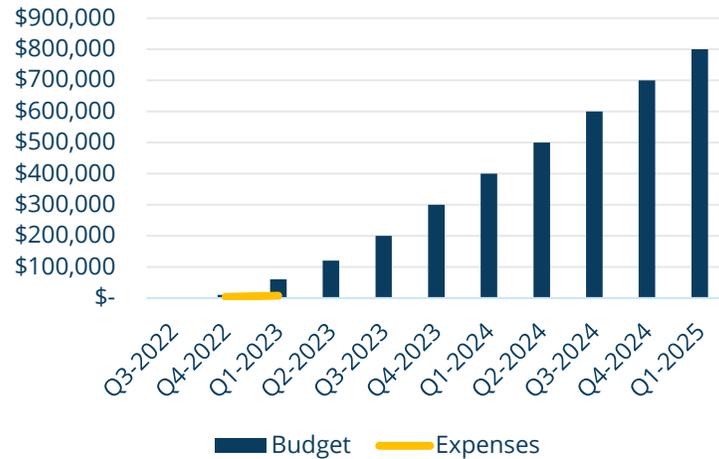
# 13 – Report on SGMA GSP Round 1 Grant Implementation

Taylor Blakslee

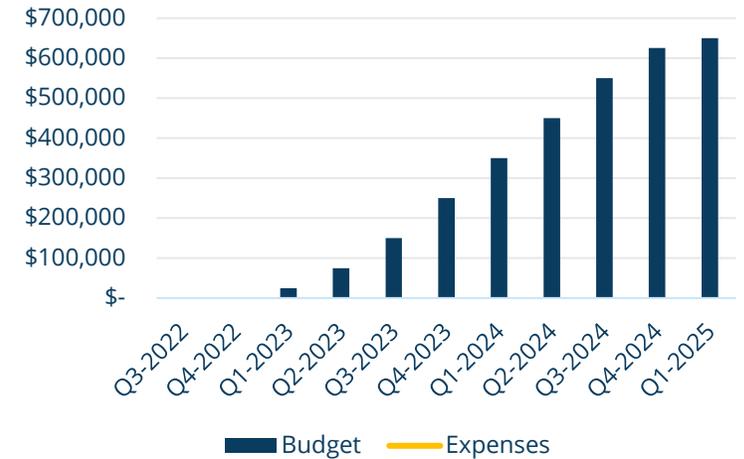
### Comp 4: Data Gaps



### Comp 5: Mgmt Actions



### Comp 6: Engineering Studies



**PASO BASIN COOPERATIVE COMMITTEE**  
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**Agenda Item #14** – Report on Technical Advisory Committees

**Recommendation**

None; information only.

**Prepared By**

Taylor Blakslee, Hallmark Group

**Discussion**

An update on the following three Technical Advisory Committees is provided as Attachment 1.

- Expanded Monitoring Network
- Blended Irrigation Water Supply Program
- Multibenefit Irrigation Land Repurposing (MILR) Program

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# 11a – Report on Expanded Monitoring Network TAC

*Taylor Blakslee*

- Expanded Monitoring Network TAC set on March 16, 2023
- Purpose is to advise and assist in implementation of the Paso Basin expanded monitoring network
- Primary work components:
  - 100+ existing wells into the RMS network
  - 8 new monitoring wells
  - 3 stream gauges
  - 2 climatologic stations
  - Identification of potential rural domestic well impacts
  - Enhance understanding of areas of potential surface water and groundwater interaction

# 11a – Report on Expanded Monitoring Network TAC

Taylor Blakslee

## TAC Members:

1. Candace Nachel
2. Chris Winsor
3. Greg Grewal
4. Jerry Reaugh
5. Murray Powell
6. Randy Diffenbaugh
7. Willy Cunha

## Meetings:

April 10, 2023  
April 20, 2023  
May 4, 2023  
May 18, 2023  
June 1, 2023  
July 13, 2023  
Aug 31, 2023  
Sep 19, 2023  
Oct 17, 2023

## Completed Work:

Recommended expanded monitoring network to 151 wells memorialized in a technical memorandum with recommended next steps.

*Future TAC meetings will be scheduled on an as-needed basis at the direction of GSA staff.*

# 11b – Blended Irrigation Water Supply Project TAC

*Taylor Blakslee*

- Blended Irrigation Water Supply Project TAC set on March 16, 2023
- Purpose is to advise and assist in assessing the feasibility of constructing and operating the Blended Irrigation Water Supply Project
- Primary TAC work components:
  - Develop scope of work for feasibility and preliminary engineering study RFP

# 11b – Blended Irrigation Water Supply Project TAC

Taylor Blakslee

## TAC Members:

1. Eric Pooler
2. Kirk Gonzalez
3. Matt Merrill
4. Randy Heinzen
5. Ray Shady
6. Robert Woodland
7. Steve Sinton
8. Steven Carter
9. Zachary Merkel

## Meetings:

April 20, 2023  
May 4, 2023  
May 18, 2023  
June 1, 2023  
July 13, 2023

## Completed Work:

Finalized RFP that was distributed on July 26, 2023

*Future TAC meetings will be scheduled on an as-needed basis at the direction of GSA staff.*

# 11b – Blended Irrigation Water Supply Project TAC

Taylor Blakslee



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# 11c – MILR TAC

*Taylor Blakslee*

- Multibenefit Irrigated Land Repurposing (MILR) TAC set on March 16, 2023
- Purpose is to advise and assist in the development and implementation of the Paso Robles Groundwater Basin Multi-Benefit Irrigated Land Repurposing (MILR) Program
- Primary TAC Work
  - **Phase 1: Voluntary Component**
    - Program Development:
      - Determine if a MILR Program is feasible (proof of concept)
      - Assist in development of the Program framework for PBCC consideration
        - **Develop rules and regulations to be codified in an ordinance for adoption by the four (4) GSAs**
        - Identify and procure third party consultants and experts to assist in the process
        - Many details to work out and agreement among stakeholders for a successful program
      - Work with Partners and Collaborators to perform outreach/communication to potential participants regarding framework
    - Program Implementation
  - **Phase 2: Mandatory Component (if required)**

# 11c – MILR TAC

Taylor Blakslee

## TAC Members:

1. Brent Burchett
2. Christopher Alakel
3. Dana Merrill
4. Jerome Lohr
5. Kurt Ammann
6. Matt Turrentine
7. Neil Roberts
8. Patricia Wilmore
9. Randy Record
10. Tavo Acosta
11. Will John

## Meetings:

April 13, 2023  
May 23, 2023  
July 11, 2023  
Sep 19, 2023

## Current Work Items:

- Developing potential project categories and possible demonstration projects
- Reviewing lessons learned from DOC MILR applicants
- Review funding requirements
- Review funding models from successful MILR programs
- Recommending PBCC consider a rate study
- Review proof of concept interactive pricing model
- Discuss sustainability/cost of water expectations
- Discuss additional management actions or practices to reduce water demand

*Future TAC meetings will be scheduled on an as-needed basis at the direction of GSA staff.*

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**The following members or alternates were present:**

- Matt Turrentine**, Chair, Shandon-San Juan Water District GSA
- Kelly Dodds**, Vice Chair, San Miguel Community Services District GSA
- John Hamon**, Secretary, City of Paso Robles GSA
- Bruce Gibson**, Treasurer, County of San Luis Obispo GSA
- Dana Merrill**, Member, Estrella-El Pomar-Creston Water District GSA

<p><b>1. Call to Order</b></p>	<p>Chair Turrentine: calls the meeting to order at 4:00 p.m.</p>
<p><b>2. Pledge of Allegiance</b></p>	<p>Chair Turrentine: leads the Pledge of Allegiance.</p>
<p><b>3. Roll call</b></p>	<p>Project Manager, Taylor Blakslee: calls roll.</p>
<p><b>4. Meeting Protocols</b></p>	<p>Project Manager, Blakslee provides an overview of meeting protocols.</p>
<p><b>5. Welcome of the Estrella-El Pomar-Creston Water District GSA to the PBCC</b></p>	<p><i>Meeting Audio: Item start ~ 00:05:26</i>                  Chair Turrentine: opens discussion for Agenda Item 5 Welcome of the Estrella-El Pomar-Creston Water District GSA to the PBCC and provides an update on the changes of the PBCC with the addition of Estrella-El Pomar- Creston Water District GSA.</p> <p>Chair Turrentine: opens the floor for public comment.</p> <p>Greg Grewal: speaks.</p> <p>George Tracy: speaks.</p>
<p><b>6. Public Comment – Items not on Agenda</b></p>	<p><i>Meeting Audio: Item start ~ 00:21:17</i>                  Chair Turrentine: opens the floor for public comment.</p> <p>Ann Myhre: comments she has an issue with the word equity in regards to water. The Paso Robles City Council brought that topic up and also had concerns about water equity. At least 20 years ago GEI began to identify the eight subregions of the Paso Robles subbasin and in the 2011 report it suggests subregions vary geologically and should probably be managed differently for water sustainability. Subbasins should be managed differently for sustainability because they have different characteristics and with TAC meetings beginning, it is time to think about that. In these reports there are also minimum thresholds (MT) and references the groundwater management plan for the Paso Robles Basin February 2011. I have knowledge about this because we have been irrigators in the Shandon subarea since about 1947-1948 continuously irrigating, initially pasture then potatoes, sugar beans, alfalfa, baby lettuce, onions, and permanent nursery crops. I have a little experience with what happens in the Shandon subarea which is separate from the San Juan subarea. We still have half of the Bradley subarea, half of the South Gavilan, and Estrella-Creston.</p>

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Cody Ferguson: comments what you have in front of you is a reprint from the Wine Business Journal which is they applaud themselves as the homepage for the wine industry. This is from the Allied Grape Growers Association Symposium and annual meeting from a couple of years ago. The reprint tells you in short terms that there is about 30,000 acres of grapes that are over planted. So it gets down to a point of who is going to take their grapes out because that is what the industry is advocating. These are test that they have done and they can show that there is about 30,000 acres of irrigated production going to waste annually. It's either dropped by picking at night with a machine and not using a gondola behind the machine and then of course turning the grapes under into the soil. That is going on and it is going on regularly. It was going on two years ago when this report was written and they discussed it at the symposium for the Allied Grape Growers Association which is an industrial organization. It certainly is not my organization or water industry organization, it's a wine industry organization. They have calculated accurately that there's 30,000 acres of grapes being irrigated every year and then dropped. The bottom line here is who is going to take out their grapes because we know for a fact that the industry is over pumping and they need to stop doing that because they don't have priority rights over the basin, the overlies do.

Greg Grewal: comments I am going to read to you the five elements of fraud. A false statement of material fact. Knowledge that the statement is untrue. Intent to deceive the people you're telling it to. The reliance by those people to count on that statement and the injury to those victims. When a person had a duty to speak and silence may be treated as a false statement, this can arise if a party has knowledge of a fact fails to disclose it to another party. This is what has been going on here. We talked about supplemental water, well we need supplemental water. The last six years of annual reports show an approximation that Paso Robles had access to 39,000 acre feet (AF) of Nacimiento water, and they used 7,000 AF of that. So they wasted 32,000 AF that could have been used instead of pumping from the basin, but they didn't because it wasn't beneficial for them and their pocketbook. So that's why I wonder why other people would want to buy it if it's not beneficial for them. At the same time the county had 600 AF of State water and used 140 AF. They wasted 460 AF of water. It's amazing to me when people say that they want to be involved and they've been doing so much, I have six letters here were written Jared Blumenfeld Secretary of Environmental Protection Agency, Wade Crowfoot Secretary for Resources, Karen Ross Secretary of the California Department of Food and Agriculture. These six letters all state how these people feel that they have not had any input into the process. These letters were all written in 2019 and 2018, the people that wrote them got themselves on Water Resources Advisory Committee (WRAC). They've been on all kinds of committees and signed up at meetings for the last 20 years. Yet they currently mislead the public with what they weren't able to do or what they didn't get to do when they were right there acting as a squeaky wheel taking over every agency with as many seats as they can. So their voice is the only one that is heard. If you look at how many people are on the WRAC,

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	<p>there is 34. They all belong to the Farm Bureau, wine growers, and all the same people that are on all the same groups. Then you want the people to follow the water code and the rules and you're not doing it. This is unacceptable.</p> <p>Candy Nachel: comments she is grateful for the Grand Jury report but under findings like F6-F8 that talks about the things the Board and PBCC has not done. When are the things going to get done and when will the public get more information. When are we going to stop some of the heavy pumping. For a fact I have three dry wells, less than a mile from me I have Jerry Lore, Stuart Resnick, and Justin Winery. I have three dry wells and it all started in 2013 when the County had the right to find out what was going on with all their deep wells. No restrictions were ever made. Nothing was concerned about the wells that the people that bought their and I understand they have the right to water but no concern was given for the residents that they may drain the wells. I do not feel in my heart that I had representation and on this Board I have nobody representing me besides the County and the County hasn't done a very good job so far. I'm appalled that Blaine, who I am thankful for, but he has only been on the books for two years now. Why? We need more representation and we need things done quicker. I'm on the TAC committee and I appreciate being on there and I want to get things done but I want to see some solutions. I cannot handle looking out my window and seeing nothing but green vineyards when my land is completely brown with dirt. 100 rose bushes gone, all my greenery gone and I'm buying water at \$350 a month for 4,000 gallons. If grapes use 325,000 in a year for an acre, you divide my 4,000 gallons into that it gives you 81. 81 divided by 12 gives me 6 years and 9 months of water that I could be using for one acre of grapes for a year. Now that to me is appalling. I am 73 years old and I'm a widow and I don't need this and I am not finding any help. The State Water Board says that we have hauled water available and bottled water, but you call the numbers on the list and they respond we don't have it. They tell me they don't have anyone to haul water here. How many water trucks does the County own. Some solution has to be given to the people that are in need of help. Not everyone can afford an \$80,000 new well. I am one of those people. Take into consideration into this Grand Jury report there's so many pages on here that reflect just my feelings alone, please take heart and get something done with it.</p>
<p><b>7. Response to Previous Public Comments</b></p>	<p><i>Meeting Audio: Item start ~ 00:34:52</i> Nothing to report</p>

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<p><b>8. Report on Final DWR GSP Approval Letter and Recommended Corrective Actions</b></p>	<p><i>Meeting Audio: Item start ~ 00:35:06</i>            Chair Turrentine: opens discussion for Agenda Item 8 Report on Final DWR GSP Approval Letter and Recommended Corrective Actions</p> <p>Mr. Reely: updates the PBCC on the June 20, 2023 DWR final approved determination for the Paso Basin GSP based on recommendations from their accompanying staff report but included corrective actions that they strongly encourage be considered in the GSP update. Mr. Reely reviewed the corrective actions which are included in the PBCC packet.</p> <p>Chair Turrentine: opens the floor for public comment.</p> <p>Greg Grewal: speaks.</p>
<p><b>9. Notice of No Award for the \$8.89M Department of Conservation MILR Grant</b></p>	<p><i>Meeting Audio: Item start ~ 00:41:32</i>            Chair Turrentine: opens discussion for Agenda Item 9 Notice of No Award for the \$8.89M Department of Conservation MILR Grant</p> <p>Mr. Reely: informs the PBCC that on June 12, 2023 the Department of Conservation (DOC) has not selected the County for funding. He notes in feedback from the DOC, other applicants were further along in their ability to implement projects and DOC encouraged the Paso Basin to apply for future funding rounds.</p> <p>Chair Turrentine: opens the floor for public comment. No comments.</p>
<p><b>10. Report on SGMA GSP Round 1 Grant Implementation</b></p>	<p><i>Meeting Audio: Item start ~ 00:45:17</i>            Chair Turrentine: opens discussion for Agenda Item 10 Report on SGMA GSP Round 1 Grant Implementation</p> <p>Mr. Reely: provides an update on the invoice submitted to DWR for grant reimbursement and reviewed the costs for each grant budget component.</p> <p>Chair Turrentine: opens the floor for public comment. No comments.</p>
<p><b>11. Report on Technical Advisory Committees</b></p> <p style="padding-left: 20px;"><b>a. Expanded Monitoring Network</b></p>	<p><i>Meeting Audio: Item start ~ 00:48:03</i>            Chair Turrentine: opens discussion for Agenda Item 11 Report on Technical Advisory Committees.</p> <p>Mr. Blakslee: updates the PBCC that Technical Advisory Committees are now subject to the Brown Act and are in-person meetings only. He reviews the work items for each TAC, which are included in the PBCC packet.</p> <p>Chair Turrentine: opens the floor for public comment. No comments.</p>

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<p style="text-align: center;"><b>b. Blended Water Supply c. MILR</b></p>	
<p><b>12. Report on 2025 Groundwater Sustainability Plan Update</b></p>	<p><i>Meeting Audio: Item start ~ 01:15:56</i> Chair Turrentine: opens discussion for Agenda Item 12 Report on 2025 Groundwater Sustainability Plan Update.</p> <p>Mr. Reely: reports on the Groundwater Sustainability Plan periodic evaluation required by DWR and clarifies it is not a requirement from DWR to update the GSP every five years, but to evaluate the GSP and report that evaluation to DWR.</p> <p>Chair Turrentine: opens the floor for public comment. No comment.</p>
<p><b>13. Approval of April 26, 2023 Regular Meeting Minutes</b></p>	<p><i>Meeting Audio: Item start ~ 01:17:57</i> Chair Turrentine: opens discussion for Agenda Item 11 Approval of April 26, 2023, Regular Meeting Minutes; asks for comments from the Committee.</p> <p>Chair Turrentine: opens the floor for public comment. No comment.</p> <p>Greg Grewal: speaks.</p> <p>Treasurer Gibson: reminds the Board the minutes are a convenient guide to capture the action items but the audio is available.</p> <p>Chair Turrentine: asks staff if the minutes were based on the April 26, 2023, meeting recording.</p> <p>Mr. Blakslee: replies staff prepares minutes based on his notes and the recording of the meeting.</p> <p>Secretary Hamon: suggests postponing the approval of the minutes to allow staff time to review the minutes to ensure accuracy.</p> <p>The PBCC provided consensus to defer the minutes to the October meeting and for staff to review section 7 in the April 26, 2023 minutes and make any necessary changes to reflect discussions in the recording.</p>
<p><b>14. Develop Responses to the June 23, 2023 Grant Jury Report Items R1-R5 and R9 and</b></p>	<p><i>Meeting Audio: Item start ~ 01:33:51</i> Chair Turrentine: opens discussion for Agenda Item 14 Develop Responses to the June 23, 2023 Grant Jury Report Items R1-R5 and R9 and Submit to the Court by September 21, 2023</p>

**Paso Basin Cooperative Committee**

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<p><b>Submit to the Court by September 21, 2023</b></p>	<p>Mr. Reely: informs the PBCC the Grand Jury has provided a report that requires responses to all findings and recommendations R1-R5 and R9 within 90 days and submit to the presiding judge of the San Luis Obispo County Superior Court</p> <p>Chair Turrentine: opens the floor for public comment. No comments.</p> <p>The PBCC members all agree with finding number 1, 2, 3, 8, 9, 10, and 11.</p> <p>The PBCC members all partially disagrees with finding number 4, 5, 6, and 7 and request all staff from the different GSA’s to meet to draft responses and bring this item back to the PBCC to finalize the responses.</p> <p>The PBCC members all agree the recommendation has been implemented for recommendation 1, 2, 4, and 5 and requested staff to update the summary regarding the implemented action.</p> <p>The PBCC members all agree the recommendation has not yet been implemented but will be implemented in the future for recommendation 3, and 9 and requested staff to update the summary regarding the timeframe for the implementation.</p>																				
<p><b>15. Direct Staff to Issue an RFP for the Paso Robles Groundwater Basin Blended Water Supply Project Water Supply Feasibility and Engineering Study</b></p>	<p><i>Meeting Audio: Item start ~ 02:13:07</i></p> <p>Chair Turrentine: opens discussion for Agenda Item 15 Direct Staff to Issue an RFP for the Paso Robles Groundwater Basin Blended Water Supply Project Water Supply Feasibility and Engineering Study</p> <p>Mr. Reely: updates the PBCC that an RFP has been developed for the Blended Irrigation Water Supply Project feasibility and preliminary engineering study and reviews the RFP schedule which is included in the PBCC packet. He notes the Blended TAC was instrumental in developing considerations that informed the development of the RFP and thanked them for their hard work.</p> <p>Chair Gibson: opens the floor for public comment. No comments.</p> <p>Secretary Hamon: expresses concern for having water available for this Project in the future.</p> <p><b>Motion by:</b> Chair Turrentine  <b>Second by:</b> Treasurer Gibson  <b>Motion:</b> Committee directs staff to issue an RFP for the Paso Robles groundwater basin Blended Water Supply Project Water Supply feasibility and engineering study.</p> <table border="1" data-bbox="451 1749 1417 1902"> <thead> <tr> <th>Members</th> <th>Ayes</th> <th>Noes</th> <th>Abstain</th> <th>Recuse</th> </tr> </thead> <tbody> <tr> <td>Matt Turrentine (Chair)</td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Kelly Dodds (Vice Chair)</td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>John Hamon (Secretary)</td> <td>X</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Members	Ayes	Noes	Abstain	Recuse	Matt Turrentine (Chair)	X				Kelly Dodds (Vice Chair)	X				John Hamon (Secretary)	X			
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	Bruce Gibson (Treasurer)	X																																	
	Dana Merrill	X																																	
<p><b>16. Direct Staff to Prepare an RFP to Conduct a Rate Study to Provide Funding for the Implementation of Blended Water Supply Project and the Multi-benefit Irrigated Land Repurposing Program</b></p>	<p><i>Meeting Audio: Item start ~ 02:19:59</i></p> <p>Chair Turrentine: opens discussion for Agenda Item 16 Direct Staff to Prepare an RFP to Conduct a Rate Study to Provide Funding for the Implementation of Blended Water Supply Project and the Multi-benefit Irrigated Land Repurposing Program</p> <p>Chair Turrentine: informs the PBCC the TACs are tasked with developing the technical basis for these programs and the funding for these programs should be the job of the PBCC. He continues to say the PCC should direct staff to create an RFP to develop a rate study that can be reviewed at the next meeting.</p> <p>Chair Turrentine: opens the floor for public comment.</p> <p>Matt Merrill: speaks.</p> <p>Greg Grewal: speaks.</p> <p>Vice Chair Dodds: expresses concern for putting an RFP out at this moment and explains the PBCC needs to progress further with the RFP from the Blended Irrigation Water Supply Program before putting out an RFP to develop a rate study.</p> <p>Mr. Reely: informs the PBCC the rate study may result in a Prop 218.</p> <p><b>Motion by:</b> Chair Turrentine  <b>Second by:</b> Secretary Hamon  <b>Motion:</b> Committee directs staff to prepare an RFP to conduct a rate study and present to the PBCC at the next scheduled meeting for review and final approval.</p> <table border="1" data-bbox="451 1409 1417 1640"> <thead> <tr> <th>Members</th> <th>Ayes</th> <th>Noes</th> <th>Abstain</th> <th>Recuse</th> </tr> </thead> <tbody> <tr> <td>Matt Turrentine (Chair)</td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Kelly Dodds (Vice Chair)</td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>John Hamon (Secretary)</td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Bruce Gibson (Treasurer)</td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Dana Merrill</td> <td>X</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					Members	Ayes	Noes	Abstain	Recuse	Matt Turrentine (Chair)	X				Kelly Dodds (Vice Chair)	X				John Hamon (Secretary)	X				Bruce Gibson (Treasurer)	X				Dana Merrill	X			
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<p><b>17. Update from Member GSAs</b></p>	<p><i>Meeting Audio: Item start ~ 02:38:45</i></p> <p>Chair Turrentine: opens discussion for Agenda Item 17 Update from Member GSAs.</p>																																		

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	Member Merrill: updates the PBCC Estrella-El Pomar-Creston Water District GSA has been working to join any existing programs that help its members modernize their irrigation monitoring.
<b>18. Upcoming meeting(s)</b>	<p><i>Meeting Audio: Item start ~ 02:39:52</i></p> <p>Chair Turrentine: notes the next meeting is on October 25, 2023, and suggests scheduling a special meeting at the end of August 2023.</p> <p>The committee provides consensus for staff to schedule a special meeting.</p>
<b>19. Future Items</b>	No request were made.
<b>20. Correspondence</b>	<p><i>Meeting Audio: Item start ~ 02:40:57</i></p> <p>Chair Turrentine: opens discussion for Agenda Item 18 Correspondence.</p> <p>Mr. Reely: reports two letter were received from the Conservation Committee Chair from the Sierra Club and a letter from Creston Advisory Body Chairperson, which are included in the packet. He continues to explain a letter dated June 2, 2023 from the Creston Advisory Body was brought for the PBCC members and members of the public who attended in person since it was not included in the packet.</p>
<b>21. Adjourn</b>	Secretary Hamon moves to adjourn the meeting at 6:52 p.m. and Treasurer Gibson seconds the motion.

Drafted by: Taylor Blakslee/Joshua Montoya, Hallmark Group

**Special Paso Basin Cooperative Committee**

**DRAFT Minutes**

**September 7, 2023**

**The following members or alternates were present:**

- Matt Turrentine**, Chair, Shandon-San Juan Water District GSA
- Kelly Dodds**, Vice Chair, San Miguel Community Services District GSA
- John Hamon**, Secretary, City of Paso Robles GSA
- Bruce Gibson**, Treasurer, County of San Luis Obispo GSA
- Dana Merrill**, Member, Estrella-El Pomar-Creston Water District GSA

<p><b>1. Call to Order</b></p>	<p>Chair Turrentine: calls the meeting to order at 4:00 p.m.</p>
<p><b>2. Pledge of Allegiance</b></p>	<p>Chair Turrentine: leads the Pledge of Allegiance.</p>
<p><b>3. Roll call</b></p>	<p>Project Manager, Taylor Blakslee: calls roll.</p>
<p><b>4. Meeting Protocols</b></p>	<p>Project Manager, Blakslee provides an overview of meeting protocols.</p>
<p><b>5. Public Comment – Items not on Agenda</b></p>	<p><i>Meeting Audio: Item start ~ 00:02:05</i></p> <p>Chair Turrentine: opens the floor for public comment.</p> <p>Greg Grewal: comments if you go to the Sustainable Groundwater Management Act (SGMA) portal of the Department of Water Resources (DWR) you can see the file to become a GSA and the GSA is a 90-day waiting period which has not taken place yet. So they [EPC] are not a GSA and nobody has a right to make them a GSA or set them on the Board as a GSA except the DWR. So I am filing a complaint verbally that you are in violation for not completing your 90 days especially since the information on the application that was filled out is not truthful. It does not show that they signed a new resolution on February 21, 2019, that they could not be part of this committee and they could not be part of the current MOA. I would like to know how you're going to resolve this information because I am sending this information to the Deputy Director of DWR so they understand what is going on. You included letters, one from Paso Robles that is dated over two and a half years ago and had nothing to do with this. You guys don't even look at the date on the document when you add it to the package saying the Paso Robles backed up the Estrella-El Pomar-Creston Water District GSA (EPC) to be part of this organization and it was signed in 2021. You got a letter from San Miguel who is a member of the GSA that said they do not want the EPC to be added. So the EPC does not have a hundred percent which is what you need on the MOA. I know you are all part of the prior agreement and everything that has gone on for the past twenty years, and all that has been done is kick the can down the road and not completed anything. Except for trying to get grant money to help your own projects that only benefit you and don't benefit the rest of the Basin. The idea that you went behind peoples back to apply for water without being part of a cooperative group and received another letter from Paso Robles stating the EPC is a bad partner.</p> <p>Murry Powell: comments today we should be reviewing the responses that were approved and submitted by the San Luis Obispo County Board of Supervisors on January 22. There are comments that are puzzling regarding the mission of the</p>

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	<p>PBCC and a couple of other matters. I believe those comments made by Supervisor Gibson, that the Board needs to review those comments.</p> <p>Erik Gorham: Comments he agrees with many of the comments by Greg Grewal. I find it astonishing that Supervisor Gibson wrote the paperwork to allow someone into the GSA. This Board seems like it wants to break the law. I will be with Greg wherever I can be to make sure that this gets stopped. It is ridiculous, you guys are blatantly breaking the law. The EPC can't be part of the MOA, yet they signed paperwork, they can't be part of the GSA yet they signed paperwork. You guys don't seem to care. Supervisor Gibson thinks you can do whatever you want and it is a shame, but I will do everything in my power to stop it.</p> <p>Chair Turrentine: closes the floor for public comment.</p>
<p><b>6. Response to Previous Public Comments</b></p>	<p><i>Meeting Audio: Item start ~ 00:07:36</i> Nothing to report</p>
<p><b>7. Update on EPC GSA Intent to Develop an RFP for a Proposal to Commence a Crop Water Use Model for the Paso Robles Basin to be Operational in 2024 and 2025</b></p>	<p><i>Meeting Audio: Item start ~ 00:07:54</i> Chair Turrentine: opens discussion for Agenda Item No. 7 – Update on EPC GSA Intent to Develop an RFP for a Proposal to Commence a Crop Water Use Model for the Paso Robles Basin to be Operational in 2024 and 2025</p> <p>Committee Member Merrill: provides an update on EPC GSA's intent to develop an RFP for a proposal to commence a crop water use model for the Paso Robles Basin to be operational in 2024 and 2025. He continues to explain the goal is to have it operational in 2025 and would like staff to work on the development of this RFP.</p> <p>Chair Turrentine: opens the floor for public comment.</p> <p>Ann Myhre: speaks.</p> <p>Greg Grewal: speaks.</p> <p>Chair Turrentine: closes the floor for public comment.</p> <p>Supervisor Gibson: comments this item is not for modeling, but rather a means toward establishing a methodology to identify irrigated areas that are using groundwater.</p> <p>Mr. Reely: comments the consultants did use evapotranspiration (ET) as one of the methods to estimate agricultural water usage in the Basin in the most recent Annual report required by DWR.</p>

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<p><b>8. Approval of April 26, Meeting Minutes</b></p>	<p><i>Meeting Audio: Item start ~ 00:25:05</i>            Chair Turrentine: opens discussion for Agenda Item No. 8 – Approval of April 26, Meeting Minutes.</p> <p>Mr. Blakslee: comments staff reviewed the April 26, 2023 minutes and they accurately reflect the recording of the PBCC meeting posted on the County’s website.</p> <p>Chair Turrentine: opens the floor for public comment.</p> <p>Murry Powell: speaks.</p> <p>Greg Grewal: speaks.</p> <p>Chair Turrentine: closes the floor for public comment.</p> <p><b>Motion by:</b> Treasurer Gibson  <b>Second by:</b> Secretary Hamon  <b>Motion:</b> Committee approves the April 26, 2023, minutes with the addition of a sentence at the end of item 7 stating the PBCC took no action on that item.</p> <table border="1" data-bbox="453 953 1419 1178"> <thead> <tr> <th>Members</th> <th>Ayes</th> <th>Noes</th> <th>Abstain</th> <th>Recuse</th> </tr> </thead> <tbody> <tr> <td>Matt Turrentine (Chair)</td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Kelly Dodds (Vice Chair)</td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>John Hamon (Secretary)</td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Bruce Gibson (Treasurer)</td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Dana Merrill</td> <td>X</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Members	Ayes	Noes	Abstain	Recuse	Matt Turrentine (Chair)	X				Kelly Dodds (Vice Chair)	X				John Hamon (Secretary)	X				Bruce Gibson (Treasurer)	X				Dana Merrill	X			
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<p><b>9. Develop Responses to the June 23, 2023 Grant Jury Report Items R1-R5 and R9 and Submit to the Court by September 21, 2023</b></p>	<p><i>Meeting Audio: Item start ~ 00:40:26</i>            Chair Turrentine: opens discussion for Agenda Item No. 9 – Develop Responses to the June 23, 2023 Grant Jury Report Items R1-R5 and R9 and Submit to the Court by September 21, 2023</p> <p>Mr. Blakslee: provides background on the Grand Jury report dated June 23, 2023.</p> <p>Chair Turrentine: opens the floor for public comment.</p> <p>Greg Grewal: speaks.</p> <p>Susan Harvey: speaks.</p> <p>Murry Powell: speaks.</p> <p>George Tracy: speaks.</p> <p>Candy Nachel: speaks.</p>																														

**Special Paso Basin Cooperative Committee**

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	<p>Patricia Wilmore: speaks.</p> <p>Chair Turrentine: closes the floor for public comment.</p> <p>Treasurer Gibson: comments at the last PBCC meeting on July 26, 2023, the Committee reviewed each item and directed staff to work with PBCC staff to develop responses based on the direction provided by the PBCC members.</p> <p>Secretary Hamon: says each individual GSA reviewed the edits with staff and drafted comments for each GSA. He says he is happy with the draft responses. He also said he complemented the grand jury for their report and efforts to address these important issues. While he would like to see things implemented quickly, implementation of basin solutions to achieve sustainability will take some time.</p> <p>Chair Turrentine: agrees with Committee comments and said there was a wide ranging and robust discussion, and the draft responses accurately capture PBCC Members discussions.</p> <p><b>Motion by:</b> Secretary Hamon  <b>Second by:</b> Treasurer Gibson  <b>Motion:</b> Committee moves to approve the PBCC responses to the Grand Jury findings and recommendations and directs staff to submit to the court.</p> <table border="1" data-bbox="451 1035 1417 1264"> <thead> <tr> <th>Members</th> <th>Ayes</th> <th>Noes</th> <th>Abstain</th> <th>Recuse</th> </tr> </thead> <tbody> <tr> <td>Matt Turrentine (Chair)</td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Kelly Dodds (Vice Chair)</td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>John Hamon (Secretary)</td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Bruce Gibson (Treasurer)</td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Dana Merrill</td> <td>X</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Members	Ayes	Noes	Abstain	Recuse	Matt Turrentine (Chair)	X				Kelly Dodds (Vice Chair)	X				John Hamon (Secretary)	X				Bruce Gibson (Treasurer)	X				Dana Merrill	X			
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<p><b>10. Consider Directing PBCC Staff to Work with EPC GSA Staff to Develop an RFP for a Proposal to Commence a Crop Water Use Model for the Paso Robles Basin to be Operational in 2024 and 2025 and Explore Funding Alternatives</b></p>	<p><i>Meeting Audio: Item start ~ 01:03:36</i></p> <p>Chair Turrentine: opens discussion for Agenda Item No. 10 – Consider Directing PBCC Staff to Work with EPC GSA Staff to Develop an RFP for a Proposal to Commence a Crop Water Use Model for the Paso Robles Basin to be Operational in 2024 and 2025 and Explore Funding Alternatives.</p> <p>Mr. Reely: comments if PBCC directs staff to develop the RFP, the RFP will still need to be brought back to the PBCC for consideration.</p> <p>Chair Turrentine: opens the floor for public comment. No comments.</p> <p>Secretary Hamon: asks how long it will take to develop the RFP.</p> <p>Mr. Reely: replies the RFP can be prepared and included at the next PBCC meeting on October 25, 2023.</p>																														

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	<p>Committee Member Gibson: suggests removing the word “model” from the description to accurately reflect the purpose of this item since we are trying to develop a crop water use estimation.</p> <p>Vice Chair Dodds: supports moving forward with the proposal and notes it primarily will start as a model to justify the use of water for each parcel and this is generally what you are looking for.</p> <p>Chair Turrentine: recommends leaving the language the way it was drafted give Committee discussion.</p> <p><b>Motion by:</b> Vice Chair Dodds  <b>Second by:</b> Secretary Hamon  <b>Motion:</b> Committee directs PBCC staff to draft an RFP for a proposal to commence a crop water use model for the Paso Robles Basin to be operational in 2024 and 2025 and explore funding alternatives and present at the October 25, 2023 PBCC meeting.</p> <table border="1" data-bbox="451 852 1417 1081"> <thead> <tr> <th>Members</th> <th>Ayes</th> <th>Noes</th> <th>Abstain</th> <th>Recuse</th> </tr> </thead> <tbody> <tr> <td>Matt Turrentine (Chair)</td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Kelly Dodds (Vice Chair)</td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>John Hamon (Secretary)</td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Bruce Gibson (Treasurer)</td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Dana Merrill</td> <td>X</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Members	Ayes	Noes	Abstain	Recuse	Matt Turrentine (Chair)	X				Kelly Dodds (Vice Chair)	X				John Hamon (Secretary)	X				Bruce Gibson (Treasurer)	X				Dana Merrill	X			
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<p><b>11. Update from Member GSAs</b></p>	<p><i>Meeting Audio: Item start ~ 01:10:22</i></p> <p>Chair Turrentine: opens discussion for Agenda Item No. 11 – Update from Member GSAs.</p> <p>Christopher Alakel: comments the Recycled Water Project is progressing well and just completed installation of a pipeline.</p> <p>Dana Merrill: comments the EPC commissioned work with Provost &amp; Pritchard to build off previous County studies to determine if there is opportunity to use State Water Project (SWP) water. He continues to explain the EPC is working towards proposing a three-to-five-year project where 500 acre-feet of water per year would be acquired from the SWP near Creston for recharge.</p>																														
<p><b>12. Upcoming meeting(s)</b></p>	<p><i>Meeting Audio: Item start ~ 01:18:00</i></p> <p>Chair Turrentine: notes the next meeting is on October 25, 2023 and noted the meeting cadence might need to be increased given the increased level of work.</p>																														
<p><b>13. Future Items</b></p>	<p><i>Meeting Audio: Item start ~ 01:18:43</i></p> <p>Chair Turrentine: comments Mr. Merrill suggested adding an agenda item to discuss the feasibility of using SWP water for recharge at a future date.</p>																														

**Special Paso Basin Cooperative Committee**  
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<b>14. Correspondence</b>	<i>Meeting Audio: Item start ~ 01:19:43</i>  No Correspondence.
<b>15. Adjourn</b>	Chair Turrentine moves to adjourn the meeting at 5:20 p.m.

Drafted by: Taylor Blakslee/Joshua Montoya, Hallmark Group

**PASO BASIN COOPERATIVE COMMITTEE**  
**October 25, 2023**

**Agenda Item #16** – Review and Recommend Individual GSAs Approve MOA Amendment No. 2

**Recommendation**

Review and recommend individual GSAs approve MOA Amendment No. 2.

**Prepared By**

Blaine Reely, County of San Luis Obispo Groundwater Sustainability Director

**Discussion**

The Paso Basin Cooperative Committee was formed on September 20, 2017, and formalized by the execution of the “Memorandum of Agreement Regarding Preparation of a Groundwater Sustainability Plan for the Paso Robles Groundwater Basin” (MOA).

Section 6 of the MOA anticipates the PBCC will retain the services of consultants, and Section 6.2 identifies the City of Paso Robles as the contracting agent on behalf of the PBCC.

To provide flexibility for contracting with consultants the proposed Amendment No. 2 to the MOA (provided as Attachment 1) would allow all PBCC GSAs to act as the contracting agent on behalf of the PBCC while it continues to explore and develop long-term governance options. Section 4.8 of the MOA requires a 100 percent vote for amendments to the MOA.

The proposed draft Amendment No. 2 to the MOA is provided as Attachment 1 for review and recommended for each GSA to individually approve.

\* \* \*

**AMENDMENT NO. 2  
TO MEMORANDUM OF AGREEMENT REGARDING  
PREPARATION OF A GROUNDWATER SUSTAINABILITY PLAN  
FOR THE PASO ROBLES GROUNDWATER BASIN**

This Amendment No. 2 to Memorandum of Agreement regarding Preparation of a Groundwater Sustainability Plan for the Paso Robles Groundwater Basin (“Amendment No. 2”) is entered into by and between the City of El Paso de Robles (“City”), the San Miguel Community Services District (“SMCSD”), the County of San Luis Obispo (“County”), the Shandon-San Juan Water District (“SSJWD”) and the Estrella-El Pomar-Creston Water District (“EPCWD”) (each a “Party” and collectively, “Parties”).

**WHEREAS**, on or about September 20, 2017, City, SMCSD, County, SSJWD and the Heritage Ranch Community Services District (“HRCSD”) entered into a Memorandum of Agreement Regarding Preparation of a Groundwater Sustainability Plan for the Paso Robles Groundwater Basin (“MOA”) for purposes of establishing a framework for preparing a single groundwater sustainability plan for the Paso Robles Area Subbasin (“GSP”) and for continued cooperation among the Parties; and

**WHEREAS**, HRCSD provided written notice of its withdrawal from the MOA pursuant to Section 9.1 on or around January 18, 2019, and its withdrawal became effective shortly thereafter; and

**WHEREAS**, on or about March 3, 2020, City, SMCSD, County and SSJWD entered into Amendment No. 1 to the MOA (“Amendment No. 1”) expanding the purpose of the MOA to include serving as the basis for continued cooperation among the Parties during the period between adoption of the GSP by each Party and development of a long-term governance structure for GSP implementation and deleting the provision stating that the MOA would automatically terminate upon the Department of Water Resources’ (“DWR”) approval of the GSP (a copy of Amendment No. 1 is attached hereto as Attachment 1 and incorporated herein by this reference); and

**WHEREAS**, on June 6, 2023, the County Board of Supervisors adopted a resolution accepting and approving the Addition of Party to Memorandum of Agreement regarding Preparation of a Groundwater Sustainability Plan for the Paso Robles Groundwater Basin signed by EPCWD; and

**WHEREAS**, subsequent to entering into the MOA, the County created a Groundwater Sustainability Department, and its Department head has taken on a leadership role with respect to implementation of the MOA by e.g. preparing Paso Basin Cooperative Committee (“Cooperative Committee”) meeting agendas, applying for and administering grant funding and engaging consultants for preparation of the annual

reports notwithstanding the terms of the MOA, including, without limitation, Section 6 pursuant to which the City agrees to act as the contracting agent on behalf of the Cooperative Committee; and

**WHEREAS**, on or about June 20, 2023, DWR approved the GSP developed under the terms of the MOA; and

**WHEREAS**, given that long-term governance options for the Basin are still being explored and will likely be informed by recent Cooperative Committee initiatives related to implementation of the GSP and for which consultants will likely be retained, the Parties would like to amend the MOA to clarify that the County as well as other Parties subject to certain limitations may also serve as the contracting agent consistent with the terms and conditions set forth in Section 6 of the MOA.

**NOW, THEREFORE**, the Parties agree with the above recitals, and hereby further agree as follows:

1. Section 6.7 is hereby added to the MOA and shall hereafter be and read as follows:

Notwithstanding the foregoing and the approval thresholds set forth in Section 4.8, a Party other than the City may also act as the contracting agent on behalf of the Cooperative Committee with respect to the retention of any and all consultants subject to the following: unanimous approval by the Cooperative Committee that said Party may act as the contracting agent; said Party's adoption and adherence to procurement policies, for the limited purpose as acting as the contracting party, that are as comprehensive as those of the City, which policies shall be provided to all Party staff at least ten (10) days prior to approval by the Cooperative Committee; and each Party's approval of a budget that includes such consultant costs or its share of such consultant costs. If another Party acts as the contracting agent, the same provisions applicable to the City under this Section 6 shall apply to the that Party with inclusion of the other Parties and Cooperative Committee in the selection of any consultant as set forth in Section 6.3 above. In addition, notwithstanding Section 5.3, the Parties agree that the contracting Party shall calculate each Party's payment obligation based on the following percentages: City – 15.2%; SMCSD – 3.0%; SSJWD – 20.2%; County – 32.3% and EPCWD – 29.3%; and each Party shall remit payment to the contracting Party within thirty (30) days upon receipt of an invoice from the contracting Party that reflects the above percentages.

2. Except as expressly modified by this Amendment No. 2, all terms and provisions of the MOA, as amended by Amendment No. 1, shall remain in full force and effect.

- 3. This Amendment No. 2 shall be effective as of the date that it has been signed by all Parties.

**IN WITNESS THEREOF**, the Parties hereto have executed this Amendment No. 2 on the dates shown below.

CITY OF EL PASO DE ROBLES

SHANDON SAN JUAN WATER DISTRICT

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

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

Its:

Its:

COUNTY OF SAN LUIS OBISPO

SAN MIGUEL COMMUNITY SERVICES DISTRICT

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

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

Its:

Its:

ESTRELLA-EL POMAR-CRESTON WATER DISTRICT

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

Its:

ATTACHMENT 1  
AMENDMENT NO. 1

DRAFT

**PASO BASIN COOPERATIVE COMMITTEE**  
**October 25, 2023**

**Agenda Item #17** – Discuss and Provide Direction on the Development of a Budget Framework for the PBCC

**Recommendation**

Feedback requested on the development of an annual PBCC budget.

**Prepared By**

Blaine Reely, County of San Luis Obispo Groundwater Sustainability Director

**Discussion**

The Paso Basin Cooperative Committee was formed on September 20, 2017, and formalized by the execution of the “Memorandum of Agreement Regarding Preparation of a Groundwater Sustainability Plan for the Paso Robles Groundwater Basin” (MOA) and subsequent Amendment No. 1 to the MOA on March 13, 2020.

Section 5.3 of the MOA is included below and requires the development of fiscal year budget and member contribution percentages for the relevant fiscal year by each member.

5.3 For Fiscal Year 2020 – 2021 and following, the Cooperative Committee shall develop a recommended budget and recommended contribution percentages for consideration by each Party. Subject to each Party’s approval of the budget and its contribution percentage, each Party shall be responsible for funding a portion of said budgeted costs in accordance with the percentages approved by each Party. Neither the Cooperative Committee nor any Party on behalf of the Cooperative Committee shall make any financial expenditures or incur any financial obligations or liabilities pursuant to this MOA for Fiscal Year 2020 – 2021 and following prior to approval of the budget and contribution percentages for the relevant Fiscal Year by each Party.

PPBC Member direction is requested on the development of a fiscal year budget (defined as July 1 through Jun 30 per section 5.1 of the MOA) by the PBCC Members.

\* \* \*

**PASO BASIN COOPERATIVE COMMITTEE**  
**October 25, 2023**

**Agenda Item #18** – Recommend the County Issue the Paso Robles Groundwater Basin Cost of Service Rate Study RFP

**Recommendation**

Recommend that the County issue an RFP for the Paso Robles Groundwater Basin Cost of Service Rate Study.

**Prepared By**

Blaine Reely, County of San Luis Obispo Groundwater Sustainability Director

**Discussion**

On July 26, 2023, the Paso Basin Cooperative Committee took action to “...direct staff to prepare an RFP to conduct a rate study and present to the PBCC at the next scheduled meeting for review and final approval.”

The purpose of the study is to review rate structures to support funding groundwater management related activities for the Paso Robles Groundwater Subbasin. The rate study will analysis the funding requirement to support regulatory fees (Prop 26) for distributing administrative costs (e.g. costs for general administration, operations, groundwater extraction measurement and Basin monitoring and reporting) to Basin extractors (administrative fees) and to support additional fees (Prop 218) for distributing Groundwater Sustainability Plan (GSP) project costs to Basin extractors (project fees).

The draft rate study RFP is provided as Attachment 1 for consideration by the PBCC and the proposed RFP schedule is provided below. Additionally, it is recommended that a review committee to include GSA staff be formed to participate in the review and selection process of a consultant and provide relevant feedback on the development of the rate study, as needed.

Below is the proposed project schedule.

<b>RFP Schedule</b>	<b>Date</b>
Issued	October 26, 2023
Pre-Proposal Conference	November 8, 2023
Deadline for Final Questions	November 15, 2023
Proposal Submission Date	November 22, 2023
Evaluation of Proposals Completed	December 8, 2023
Interviews (if needed)	December 15, 2023
Contract Negotiations Completed	December 22, 2023
Intent to Award Issued	December 27, 2023
Award by Board of Supervisors	January 9, 2024
Notice to Proceed	January 10, 2024

\* \* \*



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**REQUEST FOR PROPOSAL PS- #XXXX  
PASO ROBLES GROUNDWATER BASIN  
COST OF SERVICE RATE STUDY**

October 26, 2023

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for the Paso Robles Groundwater Basin Cost of Service Rate Study.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the RFP process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This RFP is posted on the County's Purchasing website at [http://www.slocounty.ca.gov/GS/Purchasing/Current\\_Formal\\_Bids\\_and\\_Proposals.htm](http://www.slocounty.ca.gov/GS/Purchasing/Current_Formal_Bids_and_Proposals.htm). Any changes, additions, or deletions to this RFP will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this RFP.

If your firm is interested and qualified, please submit two (2) separate Adobe Acrobat Portable Data Format (.pdf) files, one (1) technical proposal and one (1) cost proposal, through the County's Purchasing website at the address listed above, by **3:00 p.m. on November 22, 2023**.

If you have any questions about the proposal process, please contact the Buyer directly.

MISSY VILES  
Buyer II – Central Services Purchasing  
[mviles@co.slo.ca.us](mailto:mviles@co.slo.ca.us)

PASO ROBLES GROUNDWATER SUBBASIN
COST OF SERVICE RATE STUDY

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**PASO ROBLES GROUNDWATER SUBBASIN  
COST OF SERVICE RATE STUDY**

**I. INTRODUCTION**

**A. PURPOSE**

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified firms to complete a Cost-of-Service Rate Study (Study) to support funding groundwater management related activities for the Paso Robles Groundwater Subbasin (Basin) pursuant to the Sustainable Groundwater Management Act (Water Code §§ 10720 et seq.) (SGMA). More specifically, the primary purpose of this analysis is to support regulatory fees (Water Code § 10730; Proposition 26) for distributing administrative costs (e.g. costs for general administration, operations, groundwater extraction measurement and Basin monitoring and reporting) to Basin extractors (administrative fees) and to support additional fees (Water Code § 10730.2; Proposition 218) for distributing Groundwater Sustainability Plan (GSP) project costs to Basin extractors (project fees). This Study shall comply with the requirements of SGMA (e.g. it shall not call for the imposition of a regulatory fee on a de minimis extractor unless the extractor is being regulated under SGMA) and the requirements of all other applicable laws, including, without limitation, the procedural and substantive requirements of Propositions 26 and 218 and shall provide supporting documentation evidencing said compliance. Without limiting the foregoing, regarding compliance with Proposition 26, the rate study shall provide supporting documentation necessary to determine whether the administrative fees fall within one of the enumerated exceptions from the definition of a “tax” and that the amount of the administrative fees are no more than necessary to cover the reasonable costs of the governmental activities and that the manner in which those costs are allocated to an extractor bear a fair or reasonable relationship to the extractor’s burdens on, or benefits received from, the governmental activity (California Constitution, Article XIIC, Section 1). Regarding compliance with Proposition 218, the rate study shall provide supporting documentation evidencing that the project fees do not exceed the proportional cost of the service attributable to each parcel. The Study shall build off the relevant legal opinions and court decisions that provide a foundation for the recommended charges, and the consultant shall work with the County’s legal advisor and / or other relevant counsel early and often in the preparation of the Study consistent with the discussion of funding in the GSP.<sup>a</sup>

All work will be completed in accordance with the County of San Luis Obispo and other applicable local, state, and federal agency regulatory and code requirements.

**See Appendix A for detailed scope of work.**

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<sup>a</sup> The GSP states: “Any imposition of fees, taxes or other charges would need to follow the applicable protocols outlined in the above sections and all applicable Constitutional requirements based on the nature of the fee. Such protocols would likely include public outreach, notification of all property owners, and at least one public hearing where the opinions and concerns of all parties are heard and considered before the [Groundwater Sustainability Agencies] [GSAs] make a determination to proceed with a fee or other charge. It is assumed that any fee structure adopted by the individual GSAs would be adopted by resolution or ordinance and would be identical in all material respects, i.e. with respect to levels and classes of uses. As part of or in conjunction with the feasibility study and in order to reduce the risk of a legal challenge, the GSAs plan to obtain the legal advice necessary to ensure that the proposed fee is consistent with all applicable legal requirements *and rights*.” (emphasis added) (GSP, pp. 10-3 – 10-4, available at: <https://www.slocounty.ca.gov/Departments/Groundwater-Sustainability/Groundwater-Basins/Paso-Robles-Groundwater-Basin/Groundwater-Sustainability-Plan-Annual-Reporting.aspx>)

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The consultant contract is planned to be a “Time and Materials” based contract and the County shall pay to the Consultant as compensation in full for all services performed at the rates specified in the Consultant’s Rate Sheet (to be included in the Consultants Proposal). The term of the contract will not exceed six (6) months.

## **B. BACKGROUND**

The Basin is identified by the Department of Water Resources (DWR) in Bulletin 118 as Subbasin No. 3-004.06. The Basin is part of the greater Salinas Valley Basin in the Central Coastal region of California. The Basin as defined in the GSP encompasses an area of approximately 436,240 acres, or 681 square miles and is entirely within San Luis Obispo County. The Basin boundaries delineate the groundwater basin and are graphically depicted in the Basin Location Map (Figure 1 of the GSP). The watershed, which includes the area that drains the surface water to the Basin, encompasses a much larger area. The Basin is classified by DWR as a high priority groundwater basin with critically over drafted conditions.

SGMA requires sustainable groundwater management in all high and medium priority basins throughout the State of California. SGMA’s first critical deadline required formation of GSAs by June 30, 2017. SGMA authorizes any local agency, or combination of local agencies (e.g. counties, cities, certain special districts) overlying a groundwater basin to decide to become a GSA for that basin within its service area after holding the properly noticed public hearing(s) (Water Code § 10723(b)). The County originally decided to become a GSA for portions of the Basin through the adoption of Resolution No. 2017-146 on May 23, 2017 and notified DWR of this action pursuant to Water Code Section 10723.8. The County is a local public agency organized as a general law County under the State Constitution and has land use responsibility for the unincorporated areas of the Basin.

In the summer of 2017, four (4) other GSAs formed within the Basin, prior to the statutory deadline within the Basin, and executed a Memorandum of Agreement (MOA) regarding Preparation of a GSP for the Paso Robles Groundwater Basin (MOA) for purposes of establishing the process by which the GSAs would collaboratively prepare a GSP. The original parties to this MOA included the following:

- City of Paso Robles GSA
- County GSA
- San Miguel Community Services District (CSD) GSA
- Shandon-San Juan GSA
- Heritage Ranch Community Services District (CSD) GSA

These GSA agencies (together, Paso Basin GSAs), whose service areas collectively cover the entire Basin, entered into the MOA, establishing the Paso Basin Cooperative Committee (PBCC) for the purpose of developing a single GSP to be considered for adoption by each Paso Basin GSA and subsequently submitted to DWR by the SGMA deadline of January 31, 2020 and for the purpose of continued coordination during the period of GSP adoption and DWR approval. The MOA also sets forth a process for retaining consultants; and although the County now often acts as the contracting agent, the procurement process outlined in Section 6 is still generally followed and is reflected in this RFP. Staff is working on a minor amendment to the MOA consistent with County staff’s current role.

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In early 2020, the GSAs entered into Amendment No. 1 to the MOA noting that the Heritage Ranch Community Services District had withdrawn from the MOA and stating that the MOA may also serve as the basis for continued cooperation among the GSAs in the management of the Paso Basin during the period between adoption of the GSP and development of a long-term governance structure for implementation of the GSP. (Copies of the MOA and Amendment No. 1 are included in Appendix H). There is a possibility that the Paso Basin GSAs could decide to create a more refined governance structure prior to / to assist with funding (e.g. the formation of a Joint Powers Authority or development of a more robust agreement).

On January 21, 2022, DWR announced that the GSP had received an incomplete determination under the provisions of SGMA and the Final GSP Emergency Regulations. The determination started a 180-day window to address DWR's comments. Subsequently, the Paso Basin GSAs revised the GSP to address several deficiencies that were identified by DWR and the updated GSP was recommended for adoption by each of the Paso Basin GSAs at the Cooperative Committee's April 27, 2022, meeting consistent with the terms of the MOA. Each of the Paso Basin GSA's held public hearings and adopted the revised GSP prior to July 20, 2022, to comply with SGMA requirements. On June 20, 2023, the Paso Basin GSAs were officially notified that DWR had approved the revised GSP.

On June 6, 2023, after the Estrella-El Pomar Creston Water District (EPCWD) adopted a resolution forming the EPCWD GSA, the County Board of Supervisors approved Resolution No. 2023-142 withdrawing from serving as the GSA within the EPCWD service area through modification of the boundaries of the County GSA and approving the addition of the EPCWD as a party to the MOA, as outlined in the MOA. Subsequently, the EPCWD notified DWR of its decision to become a GSA, and its decision took effect on September 20, 2023 such that it is now presumed to be the exclusive GSA within its service area.

To date, the costs associated with the preparation and administration of the GSP have been self-funded by the GSAs, under the terms a proportional cost share arrangement set forth in Section 5.2 of the MOA. With the approval of the GSP, the Paso Basin GSAs are now beginning the implementation phase of the GSP, which will include the development of various projects and programs / management actions. The Paso Basin GSAs recognize that the implementation of the projects, management actions, and programs that will be required to reduce groundwater overdraft and achieve sustainability will require funding mechanisms which are designed to distribute costs to extractors in a reasonable manner based on the burden on the Basin / benefits received from management (administrative fees) and such that the fees do not exceed the proportional cost of the service attributable to each parcel (project fees). Such funding will provide for the continued progression toward sustainable groundwater conditions in the Basin, while maintaining local control of water resources, and ensuring water supply availability for domestic, municipal, and commercial uses including the agricultural sector.

## **II. SCHEDULE AND SUBMITTAL**

### **A. RFP SCHEDULE**

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, Proposal Submission Deadline, or Interviews will be advertised in the form of an addendum to this RFP. The schedule for other milestones dates may be adjusted without notice.

**PASO ROBLES GROUNDWATER SUBBASIN  
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<b>RFP Schedule</b>	<b>Date</b>
Issued	October 26, 2023
Pre-Proposal Conference	November 8, 2023
Deadline for Final Questions	November 15, 2023
Proposal Submission Date	November 22, 2023
Evaluation of Proposals Completed	December 8, 2023
Interviews (if needed)	December 15, 2023
Contract Negotiations Completed	December 22, 2023
Intent to Award Issued	December 27, 2023
Award by Board of Supervisors	January 9, 2024
Notice to Proceed	January 10, 2024

## **B. QUESTIONS**

All questions (requests for interpretations or corrections) pertaining to the content of this RFP must be made in writing through the County's Purchasing website by 3:00 p.m. on **November 15, 2023**. Requests submitted after said date may not be considered. Questions will receive a response within five (5) business days. Questions and responses will be posted (anonymously) on the Purchasing website and can be viewed by accessing the RFP. The County reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

## **C. PROPOSAL SUBMITTAL**

If your firm is interested and qualified, please submit two (2) separate Adobe Acrobat Portable Data Format (.pdf) files, one (1) technical proposal and one (1) cost proposal, through the County's Purchasing website at the address listed on the title page by 3:00 p.m. on **November 22, 2023**.

## **D. PRE-PROPOSAL CONFERENCE**

An onsite pre-proposal conference will be held on **November 8, 2023**, at 10:00AM at SLO County Government Center 1055 Monterey Street STE 454 San Luis Obispo, CA 93408. Interested consultants must RSVP for this meeting to Blaine Reely, Groundwater Sustainability Director via email at [breely@co.slo.ca.us](mailto:breely@co.slo.ca.us) no later than 5 p.m. on **November 6, 2023**. This pre-proposal conference is not mandatory, however, it is highly recommended.

**PASO ROBLES GROUNDWATER SUBBASIN  
COST OF SERVICE RATE STUDY**

**III. GENERAL INSTRUCTIONS**

**A. COUNTY RIGHTS & OPTIONS**

1. All proposals must be submitted to the County's Purchasing website in Adobe PDF format no later than 3:00 p.m. on November 22, 2023. Late proposals will not be considered.
2. The County reserves the right to request any missing information in a proposal submitted in response to this RFP. Proposer shall have 24 hours to provide the information to the requesting Buyer.
3. All costs incurred in the preparation and submission of proposals and related documentation will be borne solely by the proposer.
4. This RFP does not constitute an offer of employment or to contract for services.
5. The County may, in its sole and absolute discretion, accept or reject any and all proposals, in whole or in part, with or without cause, in response to this RFP and make more than one award, or no award, or postpone or cancel, at any time, this RFP process, which the County determines to be in its best interests.
6. The County reserves the right to remedy technical errors, modify the published scope of services and approve or disapprove the use of all sub-consultants.
7. The issuance of this RFP does not constitute an agreement by the County that any subsequent selection process will occur, or that any contract will be entered into by the County. Proposals and other materials will not be returned.
8. The County has the right to use any or all ideas or concepts presented in any proposal or interview without restriction, without conversation to all applicants.
9. All documents submitted to the County in response to this RFP will become the exclusive property of the County.
10. All proposals shall remain firm for one hundred eighty, (180) days following closing date for receipt of proposals.
11. The County reserves the right to award the contract to the firms who present the proposal which, in the judgment of the County, best accomplishes the desired results.
12. The term of the contract will be six (6) months from date of award. Pricing will remain unchanged throughout the term of contract.
13. Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in this RFP. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.
14. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., the County may be obligated to provide a copy of any and all records that the proposer provides County relating to this RFP (hereafter "Records from Proposer") , including those records which the proposer believes constitute confidential information. If the County determines (in its sole discretion) that (i) a person/entity has requested a copy of records that would include Records from Proposer, and (ii) the County does not have sufficient direct, first-hand knowledge to independently conclude that such Records from Proposer are exempt from disclosure under the Act, and (iii) the requester is not willing to accept the proposer's claim that the Records from Proposer are exempt from disclosure under the Act, the County will provide the proposer written notice thereof (via

**PASO ROBLES GROUNDWATER SUBBASIN  
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mail and/or email). If the proposer does not, within seven court business days thereof, file the appropriate papers in San Luis Obispo County Superior Court ("Court") seeking a court order preventing the County from disclosing any such Records from Proposer to the requester, and have its request heard by the Court within 30 days thereof, the proposer shall be deemed to have waived any claim that the Records from Proposer are exempt under the Act. (The County reserves the right to issue a written extension of time if it determines (in its sole discretion) that one is appropriate.) Under no circumstances shall the proposer be entitled to recover from County any of its court costs, attorney's fees or other litigation expenses that are related in any way to whether any Records from Proposer are exempt under the Act. If any proposer believes that information contained in its response to this RFP should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

***NOTICE:*** *The data on pages \_ of this response identified by an asterisk (\*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the RFP is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

15. The proposer warrants that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of any contract resulting from this RFP, if any, and further warrants that such person will not be employed in the performance of the contract without immediate written notice to the County.
16. Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
17. Contractor shall comply with all laws and regulations governing nondiscrimination in employment, including the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (California Government Code §§ 12900, et seq.), and the applicable regulations promulgated thereunder (2 California Code of Regulations §§ 7285, et seq.).
  - 17.1. **Nondiscrimination:** The Contractor, with regard to the work performed by them during the Contract, shall not discriminate on the grounds of race, color or national origin or other legally protected criteria in employment or the selection and

**PASO ROBLES GROUNDWATER SUBBASIN  
COST OF SERVICE RATE STUDY**

retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulation.

- 17.2. **Solicitation for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitation, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the regulations

18. Unforeseen additional items and/or services may be required. The County therefore reserves the right to negotiate with the successful proposer for additional items and/or services beyond what is described in Appendix A to be added to the final contract.

## **B. PREVAILING WAGE**

NOT APPLICABLE FOR THIS RFP.

## **C. CHANGES TO THE RFP**

This RFP is posted on the County's Purchasing website at [http://www.slocounty.ca.gov/GS/Purchasing/Current\\_Formal\\_Bids\\_and\\_Proposals.htm](http://www.slocounty.ca.gov/GS/Purchasing/Current_Formal_Bids_and_Proposals.htm). Any changes, additions, or deletions to this RFP will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this RFP. Any proposer who has already submitted their proposal and desires to make corrections, may remove and replace their proposal on the Purchasing website up to the date and time for which this RFP closes.

## **D. COMMUNICATIONS**

All communications concerning this RFP shall be directed to Missy Viles, [mviles@co.slo.ca.us](mailto:mviles@co.slo.ca.us). All other communication is not binding and shall in no way modify the RFP or the obligations of the County.

The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers. After the solicitation has closed, proposers can view the RFP on the Purchasing website where any available award information will be posted and updated within the solicitation. Any questions and requests for information must be addressed to the Buyer.

## **E. INSURANCE**

The selected proposer will be required to provide insurance coverage in the amount of One Million Dollars (\$1,000,000) Commercial General Liability (CGL) Insurance and Two Million Dollars (\$2,000,000) Professional Liability Insurance. See Appendix B – Sample Contract for complete insurance and indemnification requirements.

**PASO ROBLES GROUNDWATER SUBBASIN  
COST OF SERVICE RATE STUDY**

INSURANCE REQUIRED	AMOUNT
CGL & Property Damage	\$ 1.0 Million per occurrence
Professional Liability	\$ 1.0 Million per occurrence / \$ 2.0 Million aggregate
Auto Liability /Property Damage/Bodily Injury	\$ 1.0 Million per occurrence
Workers Compensation & Disability Benefits	\$ 1.0 Million per occurrence

The selected proposer shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and the other GSAs and their employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.

#### **F. EXCEPTIONS & DEVIATIONS**

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the proposal submitted by the proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations" as instructed below in section IV. The County may waive any immaterial deviation or defect in a proposal.

#### **G. AWARD AND STANDARD AGREEMENT**

The County reserves the right to make awards within one hundred eighty, (180) days after the date of the RFP closing. The successful proposer is expected to execute a contract similar to the contract in Appendix B. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. **BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT.** The selected proposer will be asked to provide evidence that County insurance requirements have been met.

**PASO ROBLES GROUNDWATER SUBBASIN  
COST OF SERVICE RATE STUDY**

**IV. PROPOSAL FORMAT**

**Technical Proposal:**

A qualifying technical proposal must address all of the following points and shall be in the format outlined in this section:

- A. **Project Title**
- B. **Applicant or Firm Name**
- C. **Format and Firm Qualifications**

To respond to the RFP, a proposer must submit a proposal on or before the deadline. The proposal shall be limited to forty (40) pages in length, not including resumes, Cost Proposal or the following forms which can be included in the appendices: Risk Assessment Questionnaire, Designation of Subcontractors Form, Local Vendor Preference or the Proposer Checklist. The proposal must be signed by a person authorized to bind the proposing firm to the representations, commitments and statements contained in the proposal. The proposal must contain the following information and documents:

- a. A cover letter summarizing the key points of the proposal (2 pages max.)
- b. **Description of Firm.** A description of the firm's organizational structure, the jurisdiction in which the firm is organized and date of such organization. In addition, provide a description of the firm's qualifications and experience on projects of similar nature to those described in the proposal as well as projects/clients where consultant has performed as an extension of staff. Specifically include information focused on firm's / team's specific experience (citing examples) in providing rate setting services to agencies / entities engaged in the management of groundwater basins in California. Provide examples of successful and unsuccessful efforts.
- c. **Authorized representative of the proposer.** The name, address, telephone number, and email address of the person authorized to represent the proposer with respect to all notices, negotiations, discussions, and other communications relating to this proposal, to any negotiation relating to the contract.
- d. **Staffing.** Provide an organizational chart identifying: 1) the project manager for the work; 2) each key person who would be assigned to carry out the work, and their respective roles in performing the work. Provide a separate description of the experience and qualifications of such manager and key persons, including a summary of experience on similar projects to those described in this proposal. Resumes should be included for all key individuals as an appendix to the submittal.
- e. **References.** A list of no more than three references for the proposer and no more than three references for subconsultants, including the names, addresses and telephone numbers of recent clients, preferably other public agencies and a listing

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of the specific projects and key individuals that have participated in them. Include the dollar amount related to the participation. Identify how much experience the firm and sub consultant has had with public agencies.

- f. **Scope.** A clear concise statement of the proposer's understanding of the nature and extent of the services required and a specific outline to demonstrate how personnel would be organized to handle these services.

**D. Work Plan / Technical Services**

- a. This section should establish that the proposer understands the County's objectives and requirements, demonstrate the proposer's ability to meet those requirements and outline clearly and concisely the plan for accomplishing the specified work as outlined in Appendix A, Scope of Services.
- b. Indication of information and participation the proposer will require from County staff.

**E. Required Attachments Appendix**

- a. Resumes. In the Appendix, proposer shall include resumes for all key personnel, the specific projects and roles of the individuals, specialty licenses, certificates or relevant training. List all similar work.

**Cost Proposal:**

**A. Fees**

Propose total Not to Exceed (NTE) fees as described under Project Scope. The consultant contract is planned to be a "Time and Materials" based contract, with a NTE amount and the County shall pay to Consultant as compensation in full for all services performed at the rates specified in the Consultant's Rate Sheet (to be included in the Consultants Proposal). Fees shall detail the billing rates for each firm's key individuals, other position's overhead rates and other costs. Include any and all other costs for office, vehicle, cell phones, per diem, etc. Travel cost reimbursement rates must conform to the County's Travel Policy reimbursements; costs above these rates are not allowed. See Appendix E. Cost proposal must be submitted in a separate Adobe Acrobat Portable Data Format (.pdf) file and shall not be included within the technical proposal.

**V. PROPOSAL SELECTION & CONTRACT AWARD**

**A. SELECTION PROCEDURES**

Proposals will be evaluated by a Selection Committee comprised of individuals from one or more of the following groups: County departments; PBCC Ad Hoc Committee Members; Paso Basin GSA staff; and stakeholders. The Selection Committee will consider the completeness of a proposal and how well the proposal meets the needs of the County. Evaluations will be based on criteria as outlined in **Section B (Selection Criteria)** below. All proposals in response to this RFP will be evaluated using the same criteria.

The sole purpose of the selection procedure is to determine, from among the responses received, which one is the best qualified firm and compensation that the agency determines to be fair and reasonable. Any final analysis or weighted score does not imply

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that one proposer is superior to another, but simply that, in the Selection Committee's judgment, the selected proposer appears to be best qualified for the County's current and anticipated needs.

The County may require the proposers who receive top rankings during the initial evaluation phase to conduct an on-site interview or oral presentation of their proposal on the date specified in **RFP Schedule**. The County will provide a required agenda, for those proposers, specifying the items to be covered during the proposer's presentation.

## **B. SELECTION CRITERIA**

The County will evaluate the proposals based on, but not limited to, the following criteria:

<b>Selection Criteria – RFP</b>	<b>Points Available</b>
<b>Understanding of scope of work / completeness of Work Plan</b>	<b>20</b>
<b>Demonstrated expertise in performing recent similar work</b>	<b>20</b>
<b>Qualifications and experience of key staff (all disciplines)</b>	<b>15</b>
<b>Familiarity with state public financing laws / limitations / requirements</b>	<b>15</b>
<b>Previous successful experience working with local agencies</b>	<b>10</b>
<b>Project delivery schedule and milestones, and deliverables clearly defined (Include Schedule and Milestones in Proposal, i.e. not Fee Proposal)</b>	<b>10</b>
<b>Staffing plan and manhour estimates by discipline clearly defined (Include Staffing Plan and Manhour Estimates in Proposal, i.e. not Fee Proposal)</b>	<b>10</b>
<b>Total Points Available Per Contractor</b>	<b>100</b>

## **C. FINAL SELECTION**

The Selection Committee will formulate its recommendation for award of the Contract and forward its selection to the appropriate parties for approval. The Contract will likely include a provision stating that the County will not issue a notice to proceed until the PBCC confirms the consultant and Contract.

## **D. CONTRACT AWARD AND EXECUTION**

The County reserves the right to enter into a contract without further discussion of the submitted proposal. Therefore, the proposal should be initially submitted on the most favorable terms the proposer can offer.

The County reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon a proposer and does not obligate the

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County in any manner. The County reserves the right to award no contract and to solicit additional offers at a later date.

Each proposer, by submitting a proposal, agrees that if the County accepts its proposal, such proposer will furnish all items and services upon the terms and conditions in this RFP and subsequent contract. Proposals that do not meet the mandatory requirements set forth in this RFP will be considered non-compliant. Proposers may be disqualified and the proposal may be rejected by the County for any of, but not limited to, the following reasons:

- Failure to properly respond to the RFP;
- Evidence of collusion among the proposers submitting the proposals;
- Failure to comply with the specification requirements of the RFP.

Terms, conditions, prices, methodology, or other features of the Contractor's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Contractor may be required to submit additional financial information and other data to allow for a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The RFP document and the successful proposer's proposal response, as amended by agreement between the County and the successful Contractor, including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Additionally, the County may verify the successful proposer's representations that appear in the proposal. Failure of the successful proposer to perform as represented may result in elimination of the successful proposer from competition or in contract cancellation or termination.

The requirements listed in this RFP are not negotiable and will remain unchanged unless the County determines that a change in such requirements is in the best interest of the County.

The County expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation and taking into consideration other evaluation factors set forth in the RFP. The successful proposer will be expected to enter into a contract with the County. If the successful proposer fails to sign a contract within fifteen (15) business days, unless the County grants an extension, following the delivery of the contract documents, the County may elect to negotiate a contract with the next-highest ranked proposer.

The County shall not be bound, or in any way obligated, until both parties have executed a contract. The selected proposer may not incur any chargeable costs prior to final contract execution. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiation of the final Contract.

The supplies and services are to be provided in compliance with all applicable state and federal standards, rules and regulations. The County reserves the right to request additional written and/or oral information from proposers at any time before contract award, in order to obtain clarification of their responses.

## **E. PROTEST OF AWARD**

Any objection to the County's final decision will be handled according to applicable state and local procurement laws.

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**VI. DEFINITIONS**

**Response:** The written, signed and sealed complete document submitted according to the proposal instructions. Response does not include any verbal or documentary interaction apart from submittal of a formal Response.

**Request/Proposal/Bid:** The completed and released document, including all subsequent addenda, made publicly available to all prospective proposers.

**We/Us/Our:** Terms that refer to the County of San Luis Obispo, a duly organized public entity. They may also be used as pronouns for various subsets of the County organization, including, as the context will indicate.

**Purchasing:** The Contracts and Purchasing Services Division of the Department of Central Services.

**Department/Division:** The department or division requesting the goods or services contained in this request, for which this PROPOSAL is prepared and which will be the end user of the requested goods or services.

**You/Your:** Terms that refer to businesses/individuals submitting a response. The term may apply differently as the context will indicate.

**Supplier:** A business entity engaged in the business of providing services.

**Proposer:** A business entity submitting a Response to this proposal. Suppliers which may express interest in this proposal, but who do not submit a Response, have no obligations with respect to the proposal requirements.

**Contractor:** The proposer(s) whose Response to this proposal is evaluated as meeting the needs of the County. Contractor(s) will be selected for award, and will enter into a contract(s) for provision of the services described in this proposal.

**Contractor's Employee:** All persons who can be offered to provide the services described in the proposal. All employees of the Contractor shall be covered by the insurance programs normally provided to persons employed by a company (ex: Worker's Comp, SDI, etc.).

**Mandatory:** A required element of this request/proposal/bid. Failure to satisfy any element of this request/proposal/bid defined as "mandatory" will disqualify the particular response.

**Default:** A failure to act as required by any contract resulting from this request, which may trigger the right to sue or may excuse the other party's obligation to perform under the contract.

**Cancellation/Termination:** A unilateral or mutual decision to not complete an exchange or perform an obligation under any contract resulting from this request.

**"Or Equal":** A statement used for reference to indicate the character or quality desired in a requested product or service. When specified in a proposal document, equal items will be considered, provided the response clearly describes the article. Offers of equal items must state the brand and number, or level of quality. When brand, number, or level of quality is not stated by proposer, the offer will be considered exactly as specified. The determination of the Purchasing Agent as to what items are equal is final and conclusive.

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**APPENDIX A – SCOPE OF SERVICES**

**Introduction**

The scope of work required under the terms of this RFP will include providing the necessary experienced staff and expertise as may be required to complete the Study for the Basin. The purpose of this analysis is to support funding groundwater management related activities for the Basin pursuant to SGMA. More specifically, the primary purpose of this analysis is to support regulatory fees (Water Code § 10730; Proposition 26) for distributing administrative costs (e.g. costs for general administration, operations, groundwater extraction measurement and Basin monitoring and reporting) to Basin extractors (administrative fees) and to support additional fees (Water Code § 10730.2; Proposition 218) for distributing Groundwater Sustainability Plan (GSP) project costs to basin extractors (project fees). This Study shall comply with the requirements of SGMA (e.g. it shall not call for the imposition of a regulatory fee on a de minimis extractor unless the extractor is being regulated under SGMA) and the requirements of all other applicable laws, including, without limitation, the procedural and substantive requirements of Propositions 26 and 218 and shall provide supporting documentation evidencing said compliance. Without limiting the foregoing, regarding compliance with Proposition 26, the rate study shall provide supporting documentation necessary to determine whether the administrative fees fall within one of the enumerated exceptions from the definition of a “tax” and that the amount of the administrative fees are no more than necessary to cover the reasonable costs of the governmental activities and that the manner in which those costs are allocated to an extractor bear a fair or reasonable relationship to the extractor’s burdens on, or benefits received from, the governmental activity (California Constitution, Article XIII C, Section 1). Regarding compliance with Proposition 218, the rate study shall provide supporting documentation evidencing that the project fees do not exceed the proportional cost of the service attributable to each parcel. The Study shall build off the relevant legal opinions and court decisions that provide a foundation for the recommended charges, and the consultant shall work with the County’s legal advisor and / or other relevant counsel early and often in the preparation of the Study consistent with the discussion of funding in the GSP.

Based on the above, specific deliverables include, without limitation:

- provide support to the Paso Basin GSAs in developing consensus on proceeding with a defensible rate structure.
- prepare a study that provides the documentation necessary to meet SGMA, Proposition 218, Proposition 26 and all other legal requirements for setting administrative and project rates in consultation with County legal counsel and / or other relevant counsel.
- Facilitate a community-based process that considers public input and that will result in a fee structure that each of the GSAs (or a subsequently formed single agency) can adopt in 2024; it is anticipated that each pumper’s proposed fee will initially be calculated by the consultant based on estimated pumping data utilizing satellite-based evapotranspiration data; however, the consultant should also develop a process whereby a pumper can provide verifiable pumping data to the relevant GSA for purposes of calculating their fee.

The project scope will include, at a minimum, the following tasks:

**COMPREHENSIVE METHODOLOGY REVIEW AND DEVELOPMENT**

The Consultant shall gather and review background data, review the potential cost recovery strategies, propose a methodology to establish the preferred alternative to meet Proposition 218 and

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Proposition 26 requirements, and develop a study detailing the proposed Proposition 218 and Proposition 26 calculation methodology for Paso Basin GSAs' review.

**Task 1 - Data Acquisition and Review**

Consultant will review relevant background information to be provided by the Paso Basin GSAs as applicable to the development of the Study. This information will be used to develop a thorough understanding of GSA's services, programs, and projects for which costs must be recovered.

**Task 2 - Identify Revenue Requirements**

Consultant will work with the Paso GSAs to develop a 5-year budget, to include annual estimates of administrative and project costs to identify costs to be recovered. Costs considered will include estimated costs associated with GSA / PBCC / other agency administration, operations, groundwater extraction measurement, Basin monitoring, planning, public outreach and communications, program development and implementation, capital projects, and debt service. Current sources of funds will also be identified including funding provided by the Paso Basin GSAs and grant funds.

**Task 3 - Identify Cost Components**

Consultant will identify the cost components of the Paso Basin GSAs to define services that are common to all extractors versus those that are specific. For example, the cost categories for delivering recycled and / or blended water supplies could be identified (e.g. the cost of supplying, pumping, treating, and distributing the recycled and / or blended water supplies). Services providing benefits to all extractors would be identified as "general services" common to all. At the end of this analysis, Consultant will have an understanding of all the cost components to be analyzed and a methodology for allocating the combined Paso Basin GSAs costs to those components.

**Task 4 - Analyze Extractor Categories**

Using the various extractor categories that exist within the Paso Basin GSAs service areas, Consultant will analyze extractor demand and use patterns for recommending appropriate customer classes. Customer categories could include agricultural, rural, commercial, industrial, and urban / municipal extractors. Consultant will work with the Paso Basin GSAs to determine the extractor categories to which costs can be allocated.

**Task 5 - Review and Develop Cost Recovery Alternatives**

Consultant will review potential rate recovery alternatives and identify up to three (3) cost recovery alternatives for both types of fees (administrative and project fees) based upon analysis of cost components to be recovered and the extractor classes. Consultant will identify the pros and cons of each of the alternatives and their ability to:

- Optimize recovery of Paso Basin GSAs estimated costs associated with GSA / PBCC / other agency administration, operations, groundwater extraction measurement, Basin monitoring, planning, public outreach and communications, program development and implementation, capital projects, and debt service.
- Successfully implement a Proposition 218 approval process and compliance with

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Proposition 26 rate design and implementation.

**Task 6 - Alternative Selection Workshop**

Consultant will hold a cost recovery strategy workshop to select/confirm the alternative used to develop cost allocation and rates to be approved through the Proposition 218 and Proposition 26 processes. Consultant will present the pros and cons of the cost recovery strategies. Attendance by Paso Basin PBCC members and GSA staff will be required. Input from Basin stakeholders and the public will be solicited.

**Task 7 - Draft and Final Methodology Technical Memorandum**

Consultant will prepare a draft Study that summarizes the recommended methodology for Paso Basin GSAs and PBCC review. Comments received from the Paso Basin GSAs, and potentially other stakeholders, will be incorporated into the methodology description to ensure that the developed fee approach meets PBCC policy, and Proposition 218, Proposition 26, and California Constitution requirements. Consultant will then provide an electronic copy of a final Study to the County who will distribute the document to each of the Paso Basin GSAs..

**Task 8 - General Support Services**

Subtask 8.1 Interagency Support

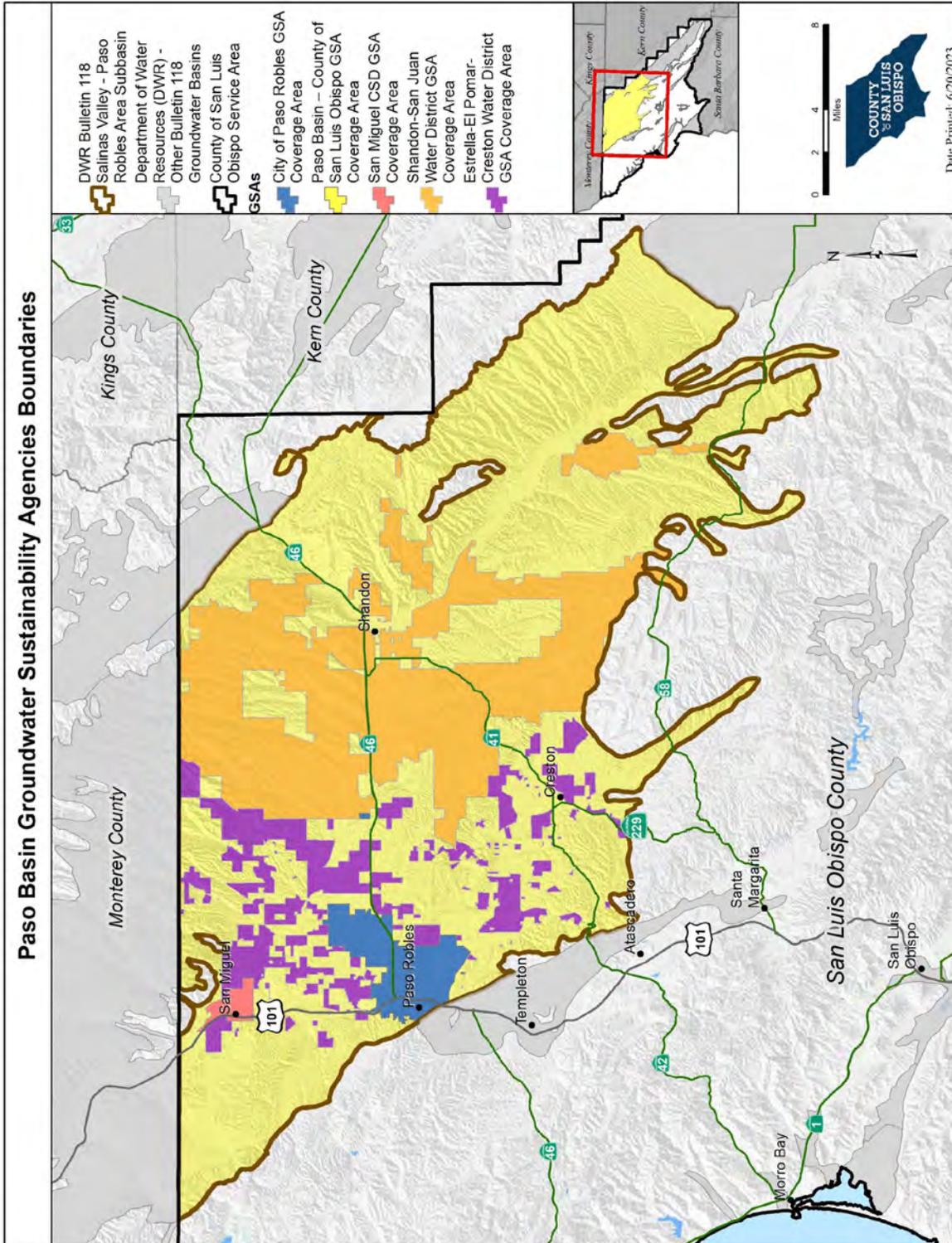
Subtask 8.2 General Paso Basin GSAs and PBCC Technical Support

Subtask 8.3 General Management Support Services

Subtask 8.4 Public Outreach Support (a minimum of 3 public meetings to obtain input on the rates proposal)

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Figure 1  
Paso Robles Groundwater Basin Location Map



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**APPENDIX B – SAMPLE CONTRACT**

(Attached as a separate document.)

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**APPENDIX C – LOCAL VENDOR PREFERENCE**

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal.

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: \_\_\_\_\_

Authorized Individual: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

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**APPENDIX D – RISK ASSESSMENT QUESTIONNAIRE**

**Required Submittal**

- List the full names of any partners, owners, officers or other persons occupying a position of authority or responsibility in your organization, as well as their DUNS number.

DUNS Number	Organization

NOTE: A DUNS number is not required but must be listed if the entity has one.

- Have the individual(s) in item #1 been subject to bankruptcy, insolvency or receivership proceedings in the last five (5) years? Yes  No  If yes, please enclose details.
- Has your business/company/organization filed for bankruptcy within the last five (5) years? Yes  No  If so, please enclose details.
- Has your business/company/organization/individual(s) in item #1 ever had a contract for the general type of services/product sought by the County terminated for non-compliance or inadequate performance? Yes  No  If yes, please enclose details.
- Has your business/company/organization/individual(s) in item #1 ever defaulted on a contract for the general type of services/product being sought by the County? Yes  No  If yes, please enclose details.
- Has there been, in the last five (5) years, or is there now pending or threatened, any litigation, arbitration, governmental proceeding or regulatory proceeding involving claims in excess of \$100,000 with respect to the performance of any services or the provision of any product by your business/company/organization/individual(s) in item #1? Yes  No  If yes, please enclose details.
- Has your business/company/organization/individual(s) in item #1 ever defaulted in fulfilling all of its obligations relating to the payment of county taxes, fees, or other obligations? Yes  No  If yes, please enclose details.

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- 8. In the last five (5) years, has your business/company/organization/individual(s) in item #1, been or currently involved in any action, audit or investigation brought by any federal government agency or authority or by any state or local governmental agency? Yes [ ] No [ ] If yes, please enclose details.
9. In the last five (5) years, has your business/company/organization/individual(s) in item #1 been debarred or suspended for any reason by any federal, state or local government or refrained from bidding on a project due to an agreement with such governmental agency? Yes [ ] No [ ] If yes, please attach a full explanation.
10. In the past five (5) years, has your business/company/organization/individual(s) in item #1 had its surety called upon to complete any contract, whether government or private sector? Yes [ ] No [ ] If yes, please enclose details.
11. In the past five (5) years, has your business/company/organization/individual(s) in item #1 had a revocation, suspension or disbarment of any business or professional permit and/or license? Yes [ ] No [ ] If yes, please enclose details.
12. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty? Yes [ ] No [ ] If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

Signature

THE UNDERSIGNED HEREBY CERTIFIES THAT THE RESPONSES PROVIDED ARE CORRECT AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE AND FOR THOSE RESPONSES GIVEN WHICH ARE BASED ON INFORMATION AND BELIEF, THOSE RESPONSES ARE TRUE AND CORRECT BASED ON MY PRESENT BELIEF AND INFORMATION.

Dated this \_\_\_ day of \_\_\_ of the year \_\_\_

Name of organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name and title: \_\_\_\_\_

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***APPENDIX E – COUNTY TRAVEL POLICY***

(Attached as a separate document)

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**APPENDIX F – DESIGNATION OF SUBCONTRACTORS FORM**

In compliance with the provisions of Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, the undersigned proposer sets forth the following:

- a. The name, License No. if applicable, DIR Registration No., and location of the place of business of prime contractor and each subcontractor who will perform work or labor, or render service to the undersigned Prime Contractor in or about the scope of the work.

	<b>Business Name</b>	<b>License No.</b>	<b>DIR Reg. No.**</b>	<b>Address</b>
Prime Contractor (your information)				
Subcontractors				

By: \_\_\_\_\_  
(Proposer's Signature/Printed Name and Title/Company Name)

**NOTE: Contractors, and all applicable subcontractors listed in your proposal, MUST register with the DIR prior to the RFP closing. The County will not consider any proposal submitted in response to this RFP where prevailing wages shall be paid to either the prime contractor, or their subcontractor(s), if the prime contractor (and its subcontractors, if applicable) are not registered with the Department of Industrial Relations at the time the RFP closes.**

**If you are already registered with the DIR, please double check that you have renewed your registration for the fiscal year before submitting your proposal.**

The following link will take you to the registration page of the DIR website:

<http://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

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**APPENDIX G – PROPOSER CHECKLIST**

Please check all documents in which you have included with your submittal.

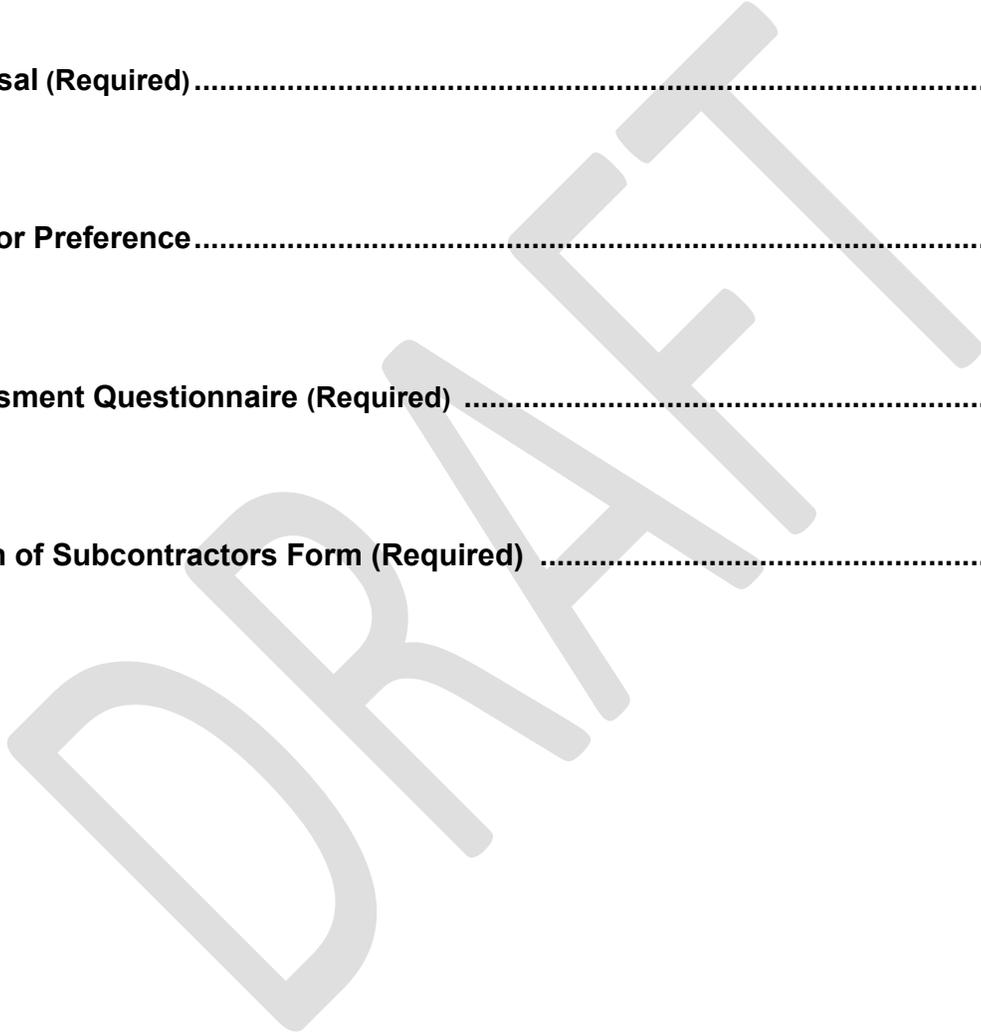
**Technical Proposal (Required)** .....   
(Including resumes)

**Cost Proposal (Required)** .....

**Local Vendor Preference** .....

**Risk Assessment Questionnaire (Required)** .....

**Designation of Subcontractors Form (Required)** .....



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**APPENDIX H – PBCC MEMEORANDUM OF AGREEMENT**

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**PASO BASIN COOPERATIVE COMMITTEE**  
**October 25, 2023**

**Agenda Item #19** – Recommend Approval of the Expanded Monitoring Network

**Recommendation**

Receive and file the expanded groundwater level monitoring network technical memorandum and direct staff to proceed with the implementation of the recommendations.

**Prepared By**

Blaine Reely, County of San Luis Obispo Groundwater Sustainability Director

**Discussion**

**GSP Direction on Expanding the Monitoring Network**

Section 7 of the revised Groundwater Sustainability Plan (GSP) notes that it “will be necessary to expand the existing monitoring networks and identify or install more monitoring sites to fully demonstrate sustainability, refine the hydrogeologic conceptual model, and improve the GSP model.” These improvements will address monitoring network data gaps and improve the GSAs’ ability to track progress towards achieving sustainability.

**Grant Awarded to Partially Fund Monitoring Network Expansion**

On August 1, 2022, the Paso Robles Basin executed a grant agreement through the California Department of Water Resources (DWR) for \$7.6 million. Grant component 4 addresses GSP data gaps and includes funding for the expansion of the groundwater levels monitoring network.

**TAC Efforts to Expand the Monitoring Network and Draft Technical Memorandum**

On March 16, 2023, the Paso Basin Cooperative Committee (PBCC) established an Expanded Monitoring Network Technical Advisory Committee (TAC) to advise and assist in implementation of the Paso Basin expanded monitoring network. The TAC was instrumental in developing a recommended monitoring network that was expanded from 23 wells to 151 wells. The recommended network also includes proposed locations for the installation of up to eight (8) alluvial wells that will be funded by the grant. The TAC members’ commitment and tireless efforts resulted in 9 meetings over a 7-month period and their recommendation has been memorialized in the form of a technical memorandum (TM) drafted by GSI and provided as Attachment 1 for review and consideration of approval. The TM describes the methodologies and criteria used to develop the recommended monitoring network.

**Next Steps**

The TM provides recommended next steps under section 8.

\* \* \*



## TECHNICAL MEMORANDUM

# Recommended Expanded Groundwater Level Monitoring Network for the Paso Basin

**To:** Blaine Reely, Groundwater Sustainability Director, County of San Luis Obispo

**From:** Nate Page, GSI Water Solutions, Inc.

**Attachments:** Attachment A – Tabular presentation of Recommended Paso Basin Expanded Groundwater Level Monitoring Network and Backup Wells

**Date:** October 19, 2023

## 1. Executive Summary

This technical memorandum details the recommendation to expand the existing 23-well groundwater level monitoring network to 151 wells in the Paso Robles Groundwater Basin (Basin). The purpose of expanding the monitoring network is to identify and address potential groundwater level impacts to domestic users, refine the hydrogeologic conceptual model, and improve the GSP groundwater model which will allow the groundwater sustainability agencies (GSAs) to improve tracking progress towards achieving sustainability.

To implement this recommendation the GSAs will need to determine monitoring network responsibilities and cost share (e.g. each GSA, or coordinated GSA effort), identify current well owners, develop an access and data sharing agreement, contact well owners to determine participation, ensure the well is adequate for monitoring, determine what wells can be instrumented with a continuous monitoring device, develop monitoring protocols, and develop a data management system to host the data.

## 2. Introduction

GSI Water Solutions (GSI) was retained by the County of San Luis Obispo Groundwater Sustainability Director to provide “as-needed” support to the Paso Basin Expanded Monitoring Network Technical Advisory Committee (TAC). The support to the TAC primarily entailed geographic information systems (GIS) analysis and mapping support, expert review and input on selection criteria for the expanded monitoring network, assistance with facilitating and presenting materials at public TAC meetings and providing expert input on recommended monitoring well selections.

## 3. Objective

The objective of this effort is to replace the existing Paso Basin Groundwater Sustainability Plan (GSP) Groundwater Level Monitoring Network (existing network) with an improved and expanded monitoring network which addresses the deficiencies in the current network identified by the Department of Groundwater Resources (DWR) in their June 20, 2023, determination letter. The work product of the TAC is a recommended list of existing and new wells which constitutes a ‘wish list’<sup>1</sup> for the Expanded Groundwater

<sup>1</sup> A majority of the wells in the recommended list are privately owned. A next step will be to approach the well owners and present the opportunity to have their well(s) included in the expanded monitoring network. It is expected that some portion of the well owners will opt out.

Level Monitoring Network in the Paso Basin. Also included in the work product are selections of up to two backup wells for each well in the 'wish list' to resort to if the preferred well is not available.

## 4. Existing Groundwater Level Monitoring Network

The existing network includes 22 Paso Robles Formation Aquifer representative monitoring site (RMS) wells and 1 Alluvial Aquifer RMS well (Figure 1). The spatial distribution of the existing Paso Robles Formation Aquifer network provides adequate coverage in a few areas but leaves large spatial data gaps elsewhere in the Basin. Within these spatial data gap areas in the existing Paso Robles Formation Aquifer network there are many rural groundwater dependent communities and high-capacity agricultural irrigation groundwater production wells. The existing Alluvial Aquifer network, composed of a single well, is insufficient.

### 4.1 Deficiencies of Existing Network

The TAC identified two primary deficiencies in the existing network:

- Insufficient monitoring in areas of domestic well clusters, specifically in areas with documented occurrences of wells going dry,
- Insufficient monitoring in the Alluvial Aquifer throughout the Basin.

In addition to these primary deficiencies, the TAC identified spatial data gaps in areas of agricultural groundwater production and temporal data gaps in the currently active monitoring program.

#### 4.1.1 Related DWR Corrective Actions

DWR presented several corrective actions related to the deficiencies in the existing network identified by the TAC. The relevant corrective actions presented by DWR in their June 20, 2023, determination letter include:

- **RECOMMENDED CORRECTIVE ACTION 2:** DWR recommends the GSAs continue to re-evaluate the well impact analysis by pursuing activities to fill data gaps so that limitations of accurate and complete well construction information are overcome, and further refine the GSP's criteria, assumptions, analysis, and objectives in defining significant and unreasonable effects based on best available information.
- **RECOMMENDED CORRECTIVE ACTION 5b:** Continue to fill data gaps, collect additional monitoring data, and implement the current strategy to manage depletions of interconnected surface water and define segments of interconnectivity and timing.
- **RECOMMENDED CORRECTIVE ACTION 6:** DWR staff recommends the GSAs provide a clear explanation of the monitoring network for interconnected surface water, including how each aquifer is going to be monitored and how stream gages will be utilized to evaluate depletions of interconnected surface water.
- **RECOMMENDED CORRECTIVE ACTION 7:** DWR staff recommends the GSAs include sustainable management criteria for groundwater levels in the Alluvial Aquifer based on available monitoring data as part of the next periodic evaluation. Additionally, the GSAs should increase the publicly available information to describe the monitoring network of the Alluvial Aquifer, including reviewing confidentiality agreements, installing new monitoring wells where needed, and filling data gaps in well information of known wells. As groundwater levels are used as a proxy for reduction of groundwater storage, GSAs may need to update the related discussion for the Alluvial Aquifer.
- **RECOMMENDED CORRECTIVE ACTION 8:** DWR staff recommends the GSAs conduct a reconciliation between the details of the monitoring network provided in the GSP with the requirements of the data

and reporting standards in the GSP Regulations<sup>2</sup>. Where requirements of the data and reporting standards are not provided, the GSA should include this information in the periodic evaluation of the GSP. As a reminder, updates to the monitoring network must be reflected in the SGMA Portal's Monitoring Network Module.

## 5. Considerations in Development of the Expanded Network

To address the deficiencies identified by the TAC in the existing network and in consideration of the recommended corrective actions from DWR a set of criteria was developed to guide the selection of an expanded monitoring network.

### 5.1 Selection Criteria

The selection criteria considered for recommending wells for the expanded monitoring network were as follows, listed in order of importance to the TAC:

- Proximity to domestic well clusters subject to ongoing reports of dry wells
  - One well completed in deeper zone typical of surrounding domestic wells (generally wells that have been installed in replacement of dry wells),
  - Another well completed in shallow zone typical of surrounding domestic wells (generally wells that have not been replaced yet),
- Proximity to domestic well clusters at risk of future impacts due to declining water levels,
- Wells that have been pre-selected for continuous monitoring instrumentation,
- Domestic wells with existing continuous monitoring equipment,
- Alluvial wells, properly spaced for the evaluation of interconnected surface water,
- Wells representative of high production agricultural irrigation wells,
- Wells in proximity to public water supply wells,
- Wells with historical water level measurements,
- Wells with known well construction information,
- Dedicated monitoring wells,
- Wells that fill an existing spatial data gap (not already addressed in the above).

### 5.2 Datasets Reviewed

Candidate wells for inclusion in the recommended expanded monitoring network were considered from several existing datasets. There is a lot of overlap between datasets, for example, the San Luis Obispo

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<sup>2</sup> Monitoring site requirements and Well standards are presented in § 352.4.(b) and (c) of the GSP Regulations, respectively. Particularly relevant is § 352.4.(c)(2): "If an Agency relies on wells that lack casing perforations, borehole depth, or total well depth information to monitor groundwater conditions as part of a Plan, the Agency shall describe a schedule for acquiring monitoring wells with the necessary information, or demonstrate to the Department that such information is not necessary to understand and manage groundwater in the basin."

County Environmental Health Services (EHS) dataset includes all wells in the Basin (in theory) and the Irrigated Lands Regulatory Program (ILRP) dataset should include all primary irrigation wells. Existing water level monitoring programs, including the long-running program administered by San Luis Obispo County Flood Control and Water Conservation District (SLOFCWCD), the existing GSP RMS network, and the more recently initiated programs of the Shandon-San Juan Water District (SSJWD) and the Estrella-El Pomar-Creston Water District (EPCWD) each include wells that, in theory, should be included in the EHS dataset and potentially also in the ILRP dataset. In practice, however, each of these different datasets include a number of wells that are unique. In addition, from inspection of aerial imagery there are also several wells within the Basin that are not represented in any of the available datasets. The datasets reviewed for this work are summarized in Table 1.

**Table 1. Paso Basin Well Datasets Reviewed**

Dataset Source	Number of Wells in Basin	Notes
EHS	5,527	Each of these wells has an accompanying Well Completion Report (WCR). In theory, all of the other well datasets are a subset of the EHS dataset.
ILRP	515	---
GSP RMS (“existing network”)	23	22 Paso Robles Formation Aquifer wells, 1 Alluvial Aquifer well. All but the alluvial well are included in the SLOFCWCD dataset.
SLOFCWCD	253	Approximately 100 of these wells are currently monitored twice per year (generally April and October).
SSJWD	68	Generally monitored monthly.
EPCWD	35	Generally monitored Feb, April, August, and November.
SEP (existing)	4	Two sites constructed, each with paired Alluvial Aquifer and Paso Robles Formation Aquifer wells.
SEP (recommended)	16	Eight recommended sites, each with potential for paired alluvial and deep wells.
Todd (recommended)	8	Eight recommended sites for alluvial wells.
DWR TSS (planned)	8	Three sites. Two sites with 3 paired wells including 1 alluvial well and 2 deeper wells each. One site with 2 paired deeper wells.
Wells identified on aerial imagery (not included in available datasets)	10	These included wells located in spatial data gaps, specifically in areas of high production agricultural irrigation wells in proximity to domestic well clusters.

**Notes**

EHS – San Luis Obispo County Environmental Health Services, ILRP – Irrigated Lands Regulatory Program, GSP RMS – Paso Basin Groundwater Sustainability Plan Representative Monitoring Sites, SLOFCWCD – San Luis Obispo County Flood Control and Water Conservation District, SSJWD – Shandon-San Juan Water District, EPCWD – Estrella-El Pomar-Creston Water District, SEP – City of Paso Robles Supplemental Environmental Project, Todd – alluvial monitoring wells recommended by Todd Groundwater Consultants

## 6. Methodology in Developing Expanded Network Recommendation

The Paso Basin Expanded Monitoring Network TAC, composed of 7 Basin stakeholders, was formed by the Paso Basin Cooperative Committee (PBCC) on March 16, 2023. The TAC has met 9 times since its inception. TAC members represent a cross section of stakeholders in the Basin, including large agricultural interests and rural domestic landowners. One member of the TAC has experienced firsthand their well going dry during the recent drought.

As stated in Section 4 the TAC identified several deficiencies in the existing network. The TAC has collaboratively worked to identify entities in the Basin that are the most susceptible to potential impact due to declining groundwater levels and has worked to prioritize monitoring network expansion accordingly. The TAC brought on a hydrogeology consultant in July 2023 to provide professional input on developing monitoring network well selection criteria optimized to address the concerns of the TAC. Upon completion of well selection criteria development the hydrogeology consultant made recommended well selections from the datasets listed in Table 1 under the direction of the TAC. Recognizing that the majority of wells in the Basin are privately owned, it is considered likely that landowner opt-out will result in a significant number of selected wells in the recommended wells 'wish list' not being available to the expanded monitoring network effort. To counter this, the hydrogeology consultant also selected up to two backup wells for each recommended expanded monitoring network well.

## 6.1 Review/Input from TAC and Outreach

Over the course of two TAC meetings, the hydrogeology consultant presented draft lists of recommended and backup wells to the TAC and facilitated live editing sessions with members of the TAC and the attending public. Input from the TAC and the attending public were iteratively incorporated into edits and additions to the recommended wells list. Additions made to the recommended wells list include wells belonging to members of the attending public.

## 7. Proposed Groundwater Level Monitoring Network

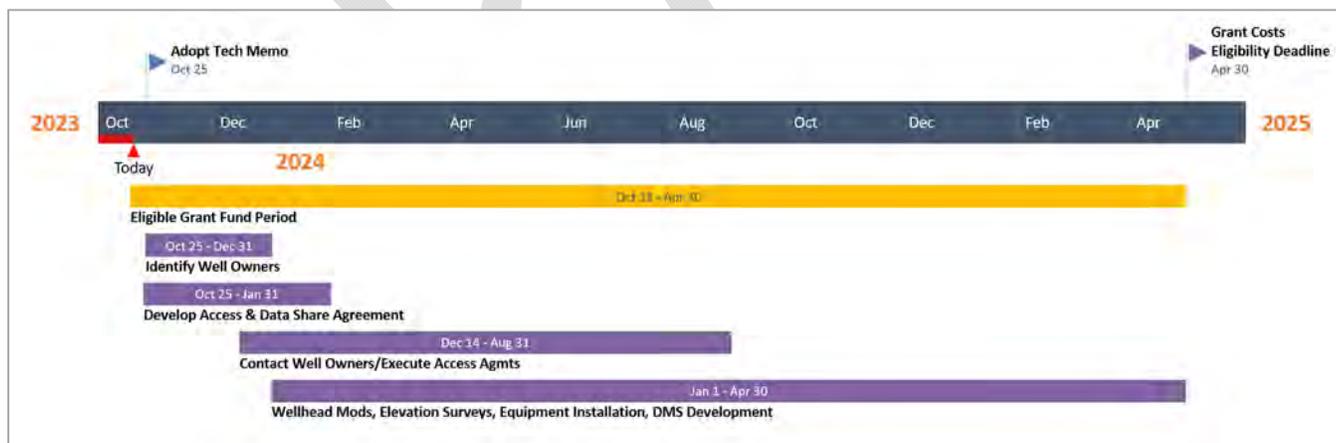
The final expanded monitoring network product of the TAC, in consultation with the hydrogeology consultant is a list of 151 recommended wells, the 'wish list', which is backed up with a "B list" and "C list" for fallback options in the event that the recommended well is not available. Some of the recommended wells are considered to be a sure thing (i.e., wells that are already part of the SLOFCWCD and/or GSP RMS network or planned future wells) and therefore do not require backup wells. Other recommended wells do not have viable backup options due to spatial isolation or unique characteristics. The final recommended list of expanded monitoring network wells and backup wells is presented in tabular form in Attachment A and graphically in Figures 2 through 5.

## 8. Recommended Next Steps

The following tasks are recommended as the next steps to implement the proposed expanded groundwater level monitoring network.

1. Identify the current landowners where wells in the recommended list are located,
2. Concurrently, develop/adapt a well access and data sharing agreement that provides for public viewing of the well location, well completion information, and monitored groundwater level data,
3. Establish contact with the landowners,
  - a. Verify well owners consent to include well in expanded monitoring network (execute monitoring agreement),
  - b. Perform well site assessment and elevation survey, if well completion information is unknown, ask the well owner to provide well completion information,
  - c. Perform modification to wellhead for monitoring, as necessary,
  - d. Inquire if the well already has a private continuous monitoring device installed. If so, ask if well owner is willing to share the data,
4. If unsuccessful in establishing well owners' consent, iterate on the "B list" and "C list" well picks,

5. For wells with unavailable well completion information, consider contracting a downhole camera operator to establish well completion details,
6. Finalize the expanded monitoring network list,
  - a. Establish a subset of wells for continuous monitoring equipment and determine appropriate devices based on well site assessment,
  - b. Purchase and install continuous monitoring equipment,
7. Establish wellhead monitoring point elevations accurate to 0.1 feet North American Vertical Datum 1988 (NAVD88) as required by § 352.4.(a) of the GSP Regulations.
8. Develop monitoring protocol for:
  - a. Wells equipped with continuous monitoring devices (what entity is responsible for maintaining these devices, and what are the data storage/curation protocols?),
  - b. Wells that require manual measurement (what entity performs the monitoring, how often is monitoring performed, and what are the data storage/curation protocols?),
9. Develop and implement a Data Management System to host and view groundwater level measurements,
10. Determine the funding mechanism and monitoring network responsibilities,
  - a. Determine who will be responsible for setting up the expanded monitoring network (e.g. a consultant hired by the PBCC, or each GSA area managed by that GSA) which will inform how costs are shared,
11. Implementation Schedule
  - a. A draft implementation schedule through the grant-funded period is provided below.



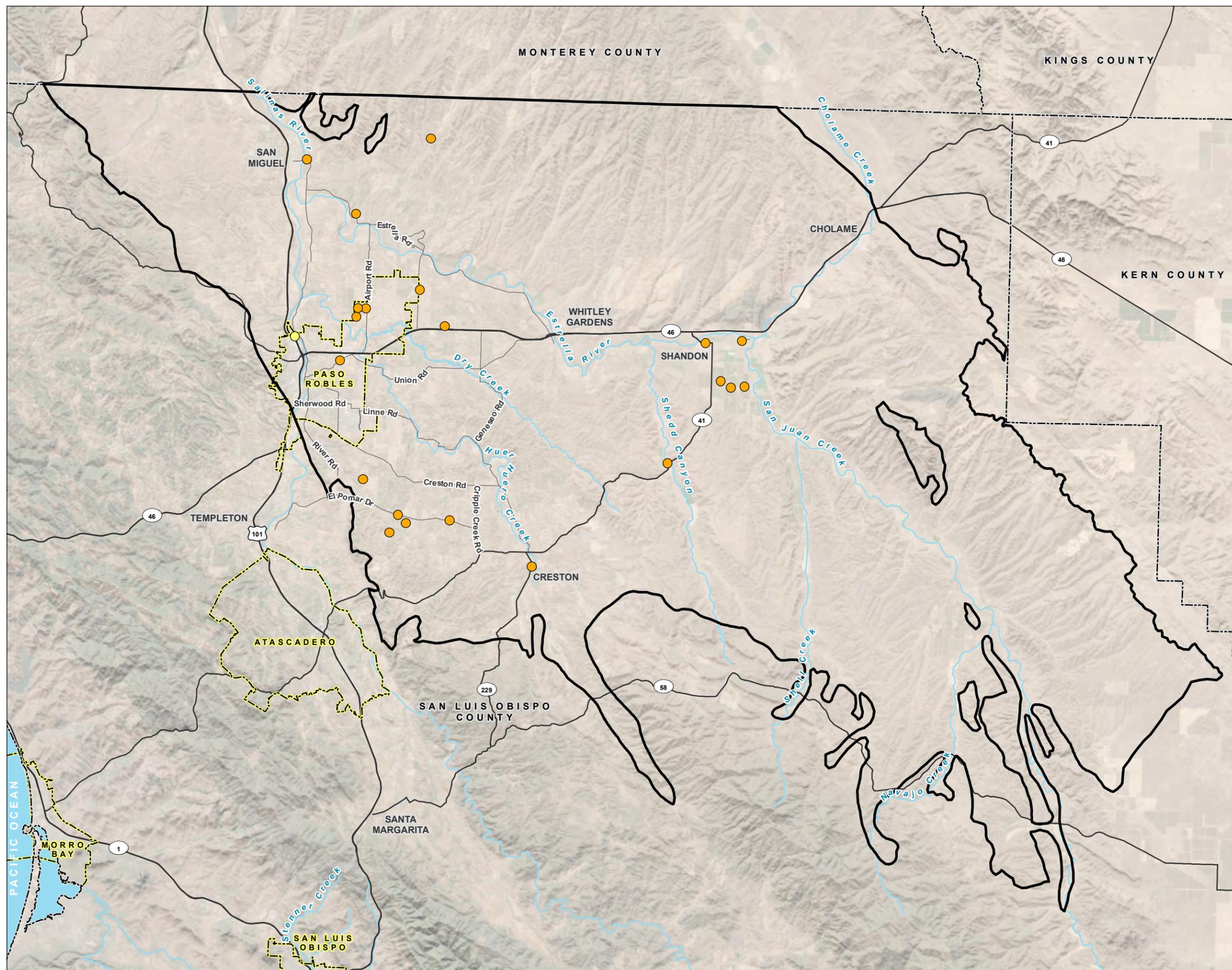
**FIGURES**

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**FIGURE 1**

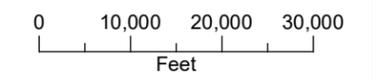
**Existing GSP Groundwater Monitoring Network**

Expanded Groundwater Level Monitoring Network for the Paso Robles Basin



**LEGEND**

- Paso Robles Formation Aquifer Well
- Alluvial Aquifer Well
- Paso Robles Subbasin
- All Other Features**
- County Boundary
- City Boundary
- Major Road
- Watercourse
- Waterbody

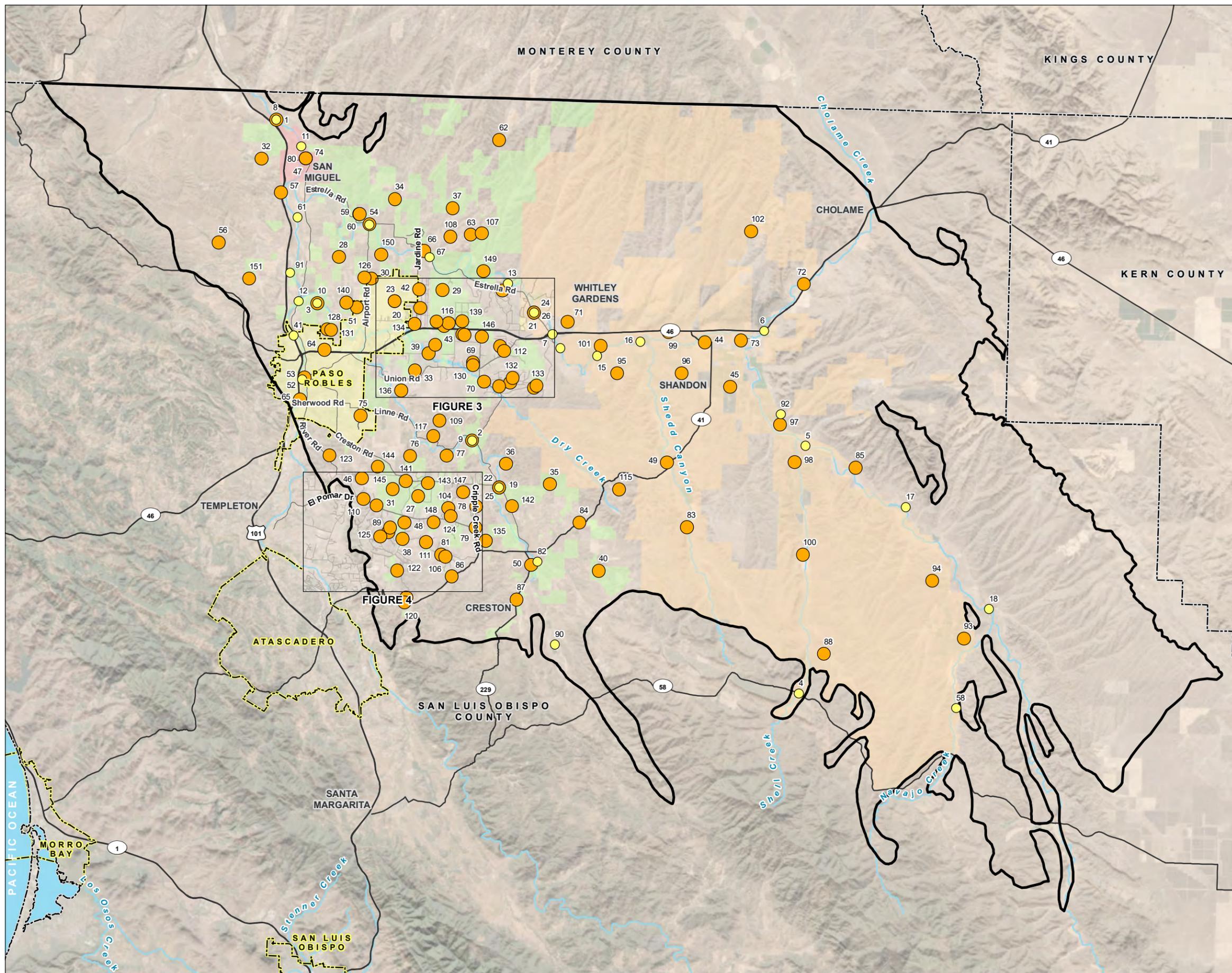


Date: October 19, 2023  
 Data Sources: CA DWR, SLO Co.,  
 City of Paso Robles, USGS



# FIGURE 2 Recommended Expanded Groundwater Level Monitoring Network

## Expanded Groundwater Level Monitoring Network for the Paso Robles Basin



### LEGEND

- Paso Robles Formation Aquifer Well <sup>1</sup>
- Alluvial Aquifer Well
- Paso Robles Subbasin
- GSA District Boundaries**
- City of Paso Robles
- Estrella-El Pomar-Creston Water District
- San Miguel Community Services District
- Shandon-San Juan Groundwater Sustainability Agency

Everywhere within the Basin that is not in one of the 4 listed GSAs is within the San Luis Obispo County GSA.

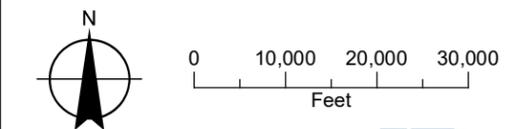
### All Other Features

- County Boundary
- City Boundary
- Major Road
- Watercourse
- Waterbody

### NOTES

<sup>1</sup> : Some wells in the southwest part of the Basin may be completed partially or completely in the underlying Santa Margarita Formation

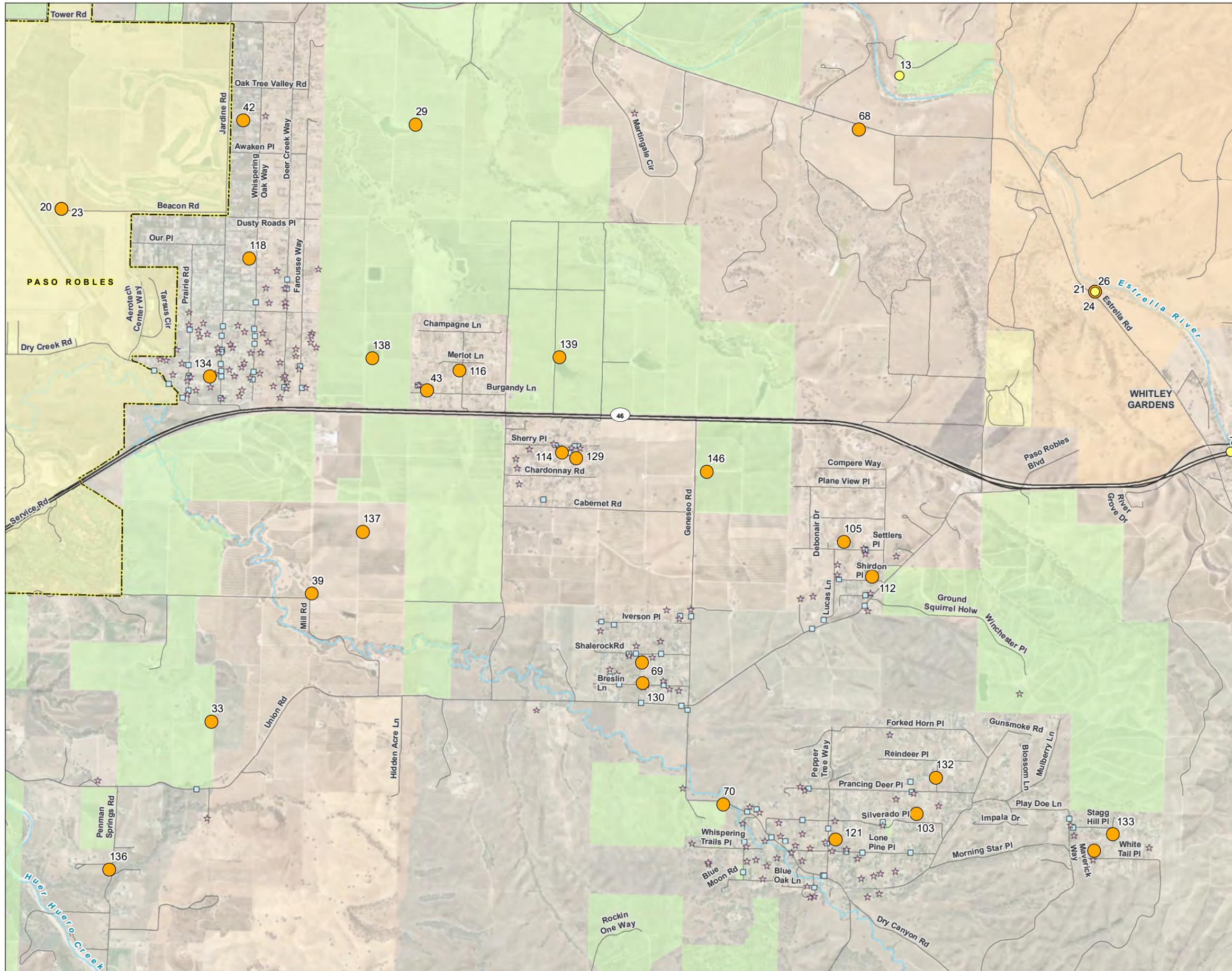
GSA: Groundwater Sustainability Agency



Date: October 19, 2023  
Data Sources: CA DWR, SLO Co.,  
City of Paso Robles, USGS



**FIGURE 3**  
**Recommended Expanded Groundwater Level Monitoring Network in Reported Dry Well Areas of the HWY 46 Corridor**  
 Expanded Groundwater Level Monitoring Network for the Paso Robles Basin



**LEGEND**

- Paso Robles Formation Aquifer Well <sup>1</sup>
- Alluvial Aquifer Well
- ☆ Replaced Dry Well
- Reported Dry Well

**GSA District Boundaries**

- City of Paso Robles
- Estrella-EI Pomar-Creston Water District
- Shandon-San Juan Groundwater Sustainability Agency

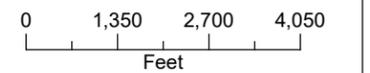
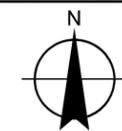
Everywhere within the Basin that is not in one of the GSAs listed above is within the San Luis Obispo County GSA.

**All Other Features**

- City Boundary
- Major Road
- ~ Watercourse
- ~ Waterbody

**NOTE**

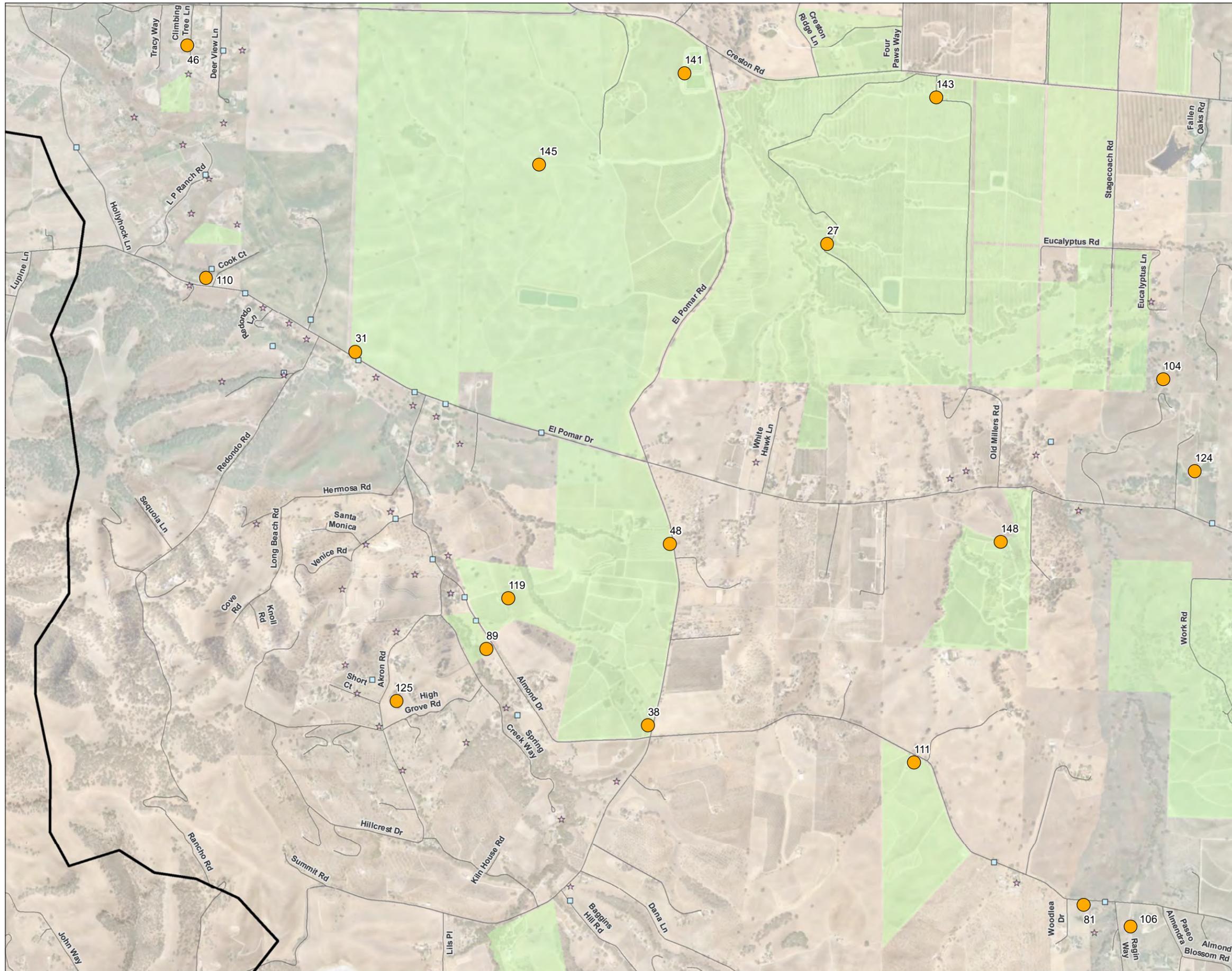
<sup>1</sup>: Some wells may be completed partially or completely in the underlying Santa Margarita Formation



Date: October 19, 2023  
 Data Sources: CA DWR, SLO Co.,  
 City of Paso Robles, USGS



**FIGURE 4**  
**Recommended Expanded Groundwater Level Monitoring Network in the El Pomar/Almond Drive Reported Dry Well Areas**  
 Expanded Groundwater Level Monitoring Network for the Paso Robles Basin



**LEGEND**

- Paso Robles Formation Aquifer Well <sup>1</sup>
- Alluvial Aquifer Well
- ☆ Replaced Dry Well
- Reported Dry Well

Paso Robles Subbasin

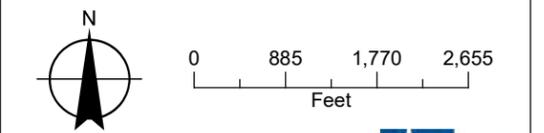
**GSA District Boundaries**  
 Estrella-El Pomar-Creston Water District  
 Everywhere within the Basin that is not in one of the GSAs listed above is within the San Luis Obispo County GSA.

**All Other Features**

- Major Road
- Watercourse
- Waterbody

**NOTE**

<sup>1</sup>: Some wells may be completed partially or completely in the underlying Santa Margarita Formation

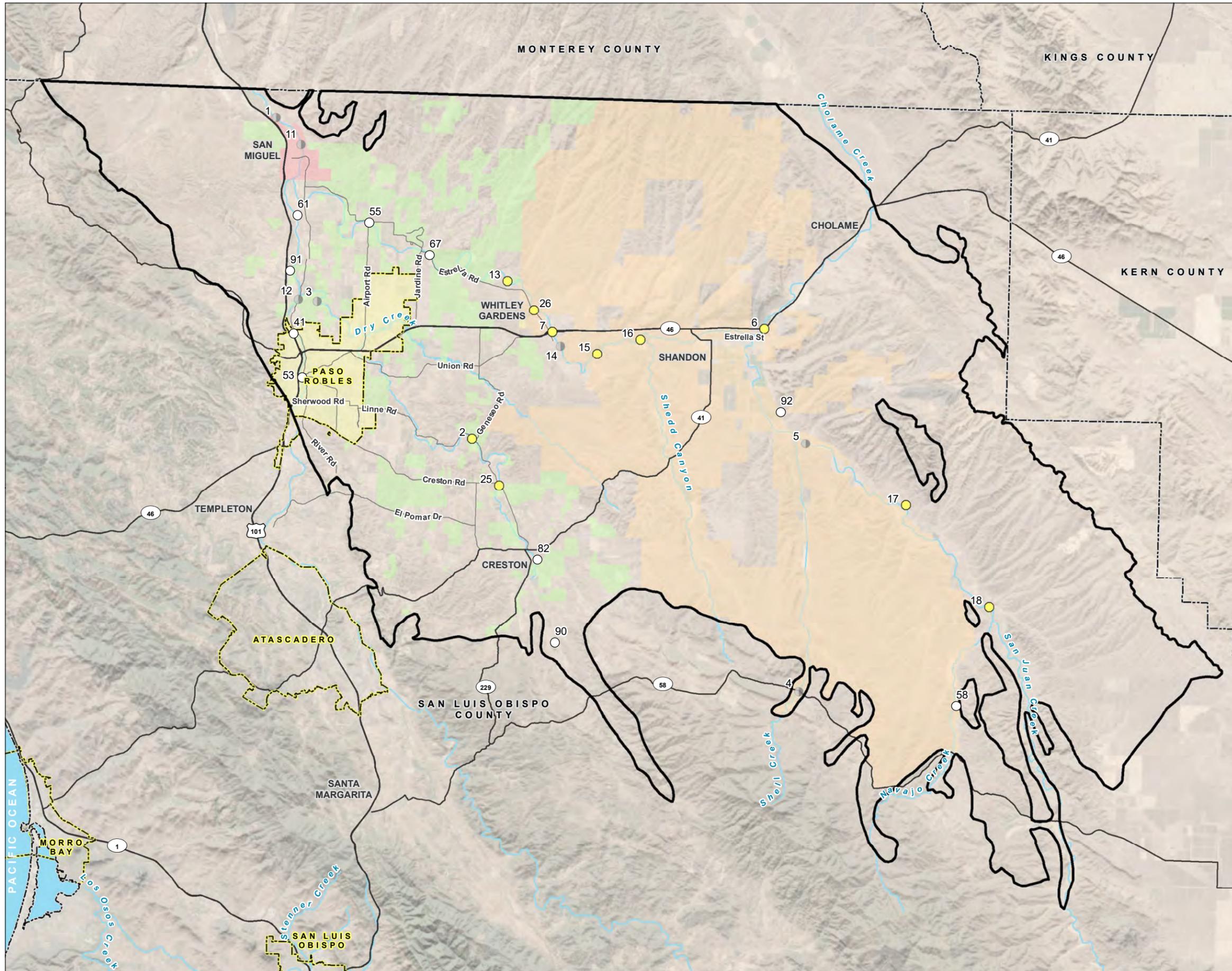


Date: October 19, 2023  
 Data Sources: CA DWR, SLO Co.,  
 City of Paso Robles, USGS



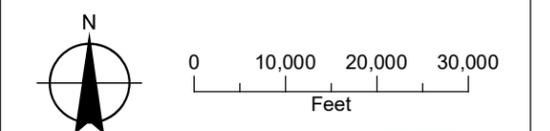
**FIGURE 5**  
**Recommended Expanded Alluvial**  
**Groundwater Level Monitoring**  
**Network**

Expanded Groundwater Level  
Monitoring Network for the  
Paso Robles Basin



**LEGEND**

- Existing Alluvial Well
- Proposed Alluvial Well
- Recommended Future Alluvial Well
- ⬭ Paso Robles Subbasin
- GSA District Boundaries**
- City of Paso Robles
- Estrella-EI Pomar-Creston Water District
- San Miguel Community Services District
- Shandon-San Juan Groundwater Sustainability Agency
- Everywhere within the Basin that is not in one of the GSAs listed above is within the San Luis Obispo County GSA.
- All Other Features**
- County Boundary
- City Boundary
- Major Road
- Watercourse
- Waterbody



Date: October 19, 2023  
Data Sources: CA DWR, SLO Co.,  
City of Paso Robles, USGS



**Attachment A**

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Recommended Paso Basin Expanded Groundwater Level Monitoring Network and Backup Wells

KEY

- blue text = proposed well
- red text = recommended future well
- gold text = EHS well
- purple text = ILRP dataset
- n/a = not available or not needed

	Well Inclusion Criteria																
	A Recommended	B Backup 1	C Backup 2	Pre-Selected for Transducer	Alluvial	Interconnected Surface Water	Paso Robles Formation - 0-300'	Paso Robles Formation - 300-600'	Paso Robles Formation - >600'	Dedicated Monitoring Well	Domestic Rural Well Clusters	Public Supply Well Proximity	Historic Areas of Dry Wells	Spatial Data Gap?	Wellnet?	Historical Measurements	Existing Well 1
1	SEP - 2 Alluvial	n/a	n/a	•	•				•				•			n/a	n/a
2	SEP - 4 Alluvial	n/a	n/a	•	•				•				•			n/a	n/a
3	SEP - 5 Alluvial	n/a	n/a	•	•				•				•			n/a	n/a
4	SEP - 6 Alluvial	n/a	n/a	•	•				•				•			n/a	n/a
5	SEP - 7 Alluvial	n/a	n/a	•	•				•				•			n/a	n/a
6	SEP - 8 Alluvial	n/a	n/a	•	•				•				•			n/a	n/a
7	SEP - 10 Alluvial	n/a	n/a	•	•				•		•		•			n/a	n/a
8	SEP - 2 Paso Fm	n/a	n/a				•		•				•			n/a	n/a
9	SEP - 4 Paso Fm	n/a	n/a				•		•	•		•	•			n/a	n/a
10	SEP - 5 Paso Fm	n/a	n/a				•		•				•			n/a	n/a
11	Todd - 1	n/a	n/a	•	•				•		•		•			n/a	n/a
12	Todd - 2	n/a	n/a	•	•				•				•			n/a	n/a
13	Todd - 3	n/a	n/a	•	•				•				•			n/a	n/a
14	Todd - 4	n/a	n/a	•	•				•				•			n/a	n/a
15	Todd - 5	n/a	n/a	•	•				•				•			n/a	n/a
16	Todd - 6	n/a	n/a	•	•				•				•			n/a	n/a
17	Todd - 7	n/a	n/a	•	•				•				•			n/a	n/a
18	Todd - 8	n/a	n/a	•	•				•				•			n/a	n/a
19	Paso Basin TSS Well-1 deep	n/a	n/a	•				•	•				•				
20	Paso Basin TSS Well-2 deep	n/a	n/a	•				•	•				•				
21	Paso Basin TSS Well-3 deep	n/a	n/a	•				•	•				•				
22	Paso Basin TSS Well-1 int	n/a	n/a	•			•		•				•				
23	Paso Basin TSS Well-2 int	n/a	n/a	•			•		•				•				
24	Paso Basin TSS Well-3 int	n/a	n/a	•			•		•				•				
25	Paso Basin TSS Well-1 shallow	n/a	n/a	•	•	•			•				•				
26	Paso Basin TSS Well-3 shallow	n/a	n/a	•	•	•			•				•				
27	EPCWD_101	WP1008401	WP1001583					•	•				•	•	•	•	•
28	EPCWD_102	AGL020001453	WP1003484					•	•				•	•	•	•	•
29	EPCWD_106	n/a	n/a										•				•
30	EPCWD_108	n/a	n/a	•				•					•			•	•
31	EPCWD_113	n/a	n/a	•									•			•	•
32	EPCWD_114	WP1001424	WP1010914					•	•	•		•	•	•	•	•	•
33	EPCWD_115	WP1009887	WP1025959					•	•	•	•	•	•	•	•	•	•
34	EPCWD_117	WP1027325	WP1001351					•	•	•		•	•	•	•	•	•
35	EPCWD_120	WP1000580	WP1005512					•	•				•	•	•	•	•
36	EPCWD_122	WP1012891	WP1017116					•	•				•	•	•	•	•
37	EPCWD_125	WP1026612	WP1013711					•	•	•		•	•	•	•	•	•
38	EPCWD_126	n/a	n/a										•				
39	EPCWD_127	WP1000633	AGL020001238										•	•	•	•	•
40	EPCWD_133	WP1025956	AGL020005147										•	•	•	•	•
41	RMS_1	n/a	n/a	•	•	•			•				•			•	•
42	RMS_10	n/a	n/a					•		•	•		•		•	•	•







**PASO BASIN COOPERATIVE COMMITTEE**  
**October 25, 2023**

**Agenda Item #20** – Recommend County Award Contract to Selected Consultant for the Blended Irrigation Water Supply Project

**Recommendation**

Recommend the County of San Luis Obispo award a contract to Water Systems Consulting Inc. (WSC) for the Blended Irrigation Water Supply Project for an amount not to exceed of \$296,647.

**Prepared By**

Blaine Reely, County of San Luis Obispo Groundwater Sustainability Director

**Discussion**

On July 26, 2023, an RFP was issued for the Blended Irrigation Water Supply Project (Project) at the direction of the Paso Basin Cooperative Committee (PBCC).

Bids were received by the August 28, 2023, deadline, and staff recommends that Water Systems Consulting Inc. (WSC) be awarded the Project contract (draft contract provided as Attachment 1). Once the consultant is selected the County anticipates the award to be approved by the County Board of Supervisors on October 31, 2023, and the notice to proceed to be issued on November 1, 2023.

The Project is funded by the awarded \$7.6 million California Department of Water Resources Sustainable Management Grant Program and must be completed prior to the grant eligible cost end date of April 2025.

The Blended Irrigation Water Supply Project Technical Advisory Committee (TAC) was instrumental in guiding the development of the RFP and staff appreciate their hard work and dedication to their task.

\* \* \*

**CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES  
PASO ROBLES GROUNDWATER BASIN BLENDED WATER SUPPLY PROJECT  
WATER SUPPLY FEASIBILITY & ENGINEERING STUDY  
CONTRACT NO. 1744**

This Contract is entered into on this \_\_\_ day of \_\_\_\_\_, 2023, by and between the County of San Luis Obispo, a political subdivision of the State of California, herein called "COUNTY," and Water Systems Consulting, Inc., an independent contractor whose address is 805 Aerovista Place, Suite 201 San Luis Obispo, CA 93401, herein called "CONSULTANT."

WHEREAS, the COUNTY department responsible for administering this Contract is the Department of Groundwater Sustainability ("GSD"), and all written communications hereunder with the COUNTY shall be addressed to the Director of Groundwater Sustainability unless otherwise specified herein; and

WHEREAS, on August 1, 2022, the COUNTY, and the California Department of Water Resources ("State") entered into Grant Agreement No. 4600014639, attached hereto as Exhibit D and incorporated herein by this reference ("Grant Agreement"); and

WHEREAS, Pursuant to the Grant Agreement, the State shall provide funding ("Grant") from the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the COUNTY to assist in financing implementation of the Paso Robles Groundwater Sustainability Plan ("GSP") Projects and Management Actions; and

WHEREAS, the COUNTY has need for special services and advice with respect to the work described herein for one such project, namely the Paso Robles Groundwater Basin Blended Water Supply Project / Water Feasibility and Engineering Study (hereafter, the "Project"); and

WHEREAS, the CONSULTANT warrants that it is specially trained, experienced expert, and competent to perform such special services;

**NOW, THEREFORE**, the parties agree with the above recitals, and hereby further agree as follows:

**ARTICLE 1. SCOPE OF WORK**

The CONSULTANT shall, at its own cost and expense, provide all the services, equipment, and materials necessary to complete the work described in the CONSULTANT's Scope of Work (hereafter, collectively "Work") attached hereto as Exhibit A. CONSULTANT warrants and represents that said Work encompasses all services, equipment, and materials necessary for the consultant to provide water resources and agricultural irrigation planning, engineering, and design services as required to complete a water supply feasibility and engineering study and Preliminary Engineering Report ("PER") to assess the feasibility of delivering blended water supplies from Lake Nacimiento pipeline and the City of Paso Robles recycled water system for agricultural use as an in-lieu water supply to allow for reduced groundwater pumping in the Paso Robles Groundwater Basin. All Work shall be performed in accordance with the professional skill ordinarily provided by water resources and agricultural irrigation systems planners, engineers, designers, and environmental scientists practicing in the same or similar locality.

## **ARTICLE 2. TIME FOR COMPLETION OF WORK**

No Work shall be commenced prior to the CONSULTANT's receipt of the COUNTY's Notice to Proceed. All Work shall be completed no later than May 31, 2024, provided, however, that extensions of time may be granted in writing by the COUNTY's Director of Groundwater Sustainability, which said extensions of time, if any, shall be granted only for reasons attributable to inclement weather, acts of God, or for other cause determined in the sole discretion of the COUNTY's Director of Groundwater Sustainability to be good and sufficient cause for such extensions.

## **ARTICLE 3. PAYMENT FOR SERVICES**

### **A. COMPENSATION**

1. COUNTY shall pay to CONSULTANT as compensation in full for all Work required by this Contract a sum not to exceed the total Contract amount of \$296,647.00.
2. Payments will be made to CONSULTANT based on compensable services provided and allowable costs incurred at the rates set forth in the CONSULTANT'S Cost Proposal attached hereto as Exhibit B. All payments to CONSULTANT shall be based on actual services performed and costs incurred at the rates set forth in Exhibit B.
3. The COUNTY reserves the right to delete Work from CONSULTANT's Scope of Work, but such deletion must be in writing from the COUNTY's Director of Groundwater Sustainability and expressly state that certain Work is being deleted. CONSULTANT shall be entitled to no compensation for any Work that is deleted.

### **B. REPORTS**

The CONSULTANT shall submit to the COUNTY, on a monthly basis, a detailed statement of all services performed, and all Work accomplished under this Contract since the CONSULTANT's last monthly statement, including the number of hours of Work performed and the personnel involved. For the purpose of timely processing of invoices, the CONSULTANT's invoices are not regarded as received until the monthly report is submitted. Any anticipated problems in performing any future Work shall be noted in the monthly reports. The CONSULTANT shall also promptly notify the COUNTY of any perceived need for a change in the scope of Work, and an explanation as to why the CONSULTANT did not include said Work in the attached Scope of Work.

### **C. INVOICES**

Billing invoices shall be based upon the CONSULTANT's Cost Proposal, attached hereto as Exhibit B. Invoices shall detail the Work performed on each task and each project as applicable. Invoices shall follow a format based upon the Cost Proposal and shall reference this Contract number and Project. The final invoice must contain the final cost and all credits due the COUNTY including any equipment purchased under the provisions of Article 22 of this Contract.

### **D. CONSULTANT'S ASSIGNED PERSONNEL**

All Work performed under this Contract shall be performed by the CONSULTANT's personnel identified in the organizational chart, attached hereto as Exhibit C.

Any changes to the personnel designated on this organizational chart must be approved in writing by the COUNTY's Director of Groundwater Sustainability.

#### **ARTICLE 4. ACCOUNTING RECORDS**

- A. The CONSULTANT shall maintain accounting records in accordance with generally accepted accounting principles. The CONSULTANT shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement. The CONSULTANT shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal, and payroll journal.
- B. The CONSULTANT shall record costs in a cost accounting system which clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the COUNTY. The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the CONSULTANT's cost accounting records.
- C. All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. The CONSULTANT shall safeguard the accounting records and supporting documentation.
- D. The CONSULTANT shall make accounting records and supporting documentation available on demand to the COUNTY and its designated auditor for inspection and audit. Disallowed costs shall be repaid to the COUNTY. The COUNTY may require having the CONSULTANT's accounting records audited, at the CONSULTANT's expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) calendar days after completion of the audit.

#### **ARTICLE 5. NON-ASSIGNMENT OF CONTRACT**

Inasmuch as this Contract is intended to secure the specialized services of the CONSULTANT, the CONSULTANT may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of the COUNTY and any such assignment, transfer, delegation, or sublease without the COUNTY's prior written consent shall be considered null and void.

#### **ARTICLE 6. INSURANCE**

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

##### **A. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES**

Coverage shall be at least as broad as:

##### **1. COMMERCIAL GENERAL LIABILITY (CGL)**

Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per

occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

## 2. AUTOMOBILE LIABILITY

ISO Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

## 3. WORKERS' COMPENSATION

Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If CONSULTANT will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) calendar days advance written notice of cancellation of this coverage provision. If applicable to CONSULTANT's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

## 4. PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

Insurance covering CONSULTANT's liability arising from or related to this Contract, with limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate. Further, CONSULTANT understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

If the CONSULTANT maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

## B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

### 1. ADDITIONAL INSURED STATUS

The COUNTY and the State and their respective officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

## 2. PRIMARY COVERAGE

For any claims related to this Contract, the CONSULTANT's insurance coverage shall be primary insurance as respects the COUNTY and the State and their respective officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY and the State and their respective officers, officials, employees, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

## 3. NOTICE OF CANCELLATION

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) calendar days' prior written notice (ten (10) calendar days for non-payment) has been given to the COUNTY.

## 4. FAILURE TO MAINTAIN INSURANCE

CONSULTANT's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of this Contract, upon which the COUNTY immediately may withhold payments due to CONSULTANT, and/or suspend or terminate this Contract. The COUNTY, at its sole discretion, may obtain damages from CONSULTANT resulting from said breach.

## 5. WAIVER OF SUBROGATION

CONSULTANT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

## 6. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

## 7. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

## 8. CLAIMS MADE POLICIES

If any of the required policies provide coverage on a claims-made basis:

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

CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.

#### 9. SEPARATION OF INSUREDS

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### 10. VERIFICATION OF COVERAGE

CONSULTANT shall furnish the COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to:

County of San Luis Obispo  
 Department of Groundwater Sustainability  
 Blaine T. Reely  
 1055 Monterey Street, STE D430  
 San Luis Obispo, CA 93408

#### 11. SUBCONSULTANTS

CONSULTANT shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein.

#### 12. SPECIAL RISKS OR CIRCUMSTANCES

COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### **ARTICLE 7. INDEMNIFICATION**

- A. The CONSULTANT shall defend, indemnify and hold harmless the COUNTY, and the State and their respective officers, agents, and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities, or other losses (hereafter, collectively "claims") that may be asserted by any person or entity, and that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. The parties agree that, in addition to the CONSULTANT's general and professional duties of care, the CONSULTANT has a duty of care to act in accordance with the terms of this Contract. In addition to whatever other acts or omissions of CONSULTANT that constitute negligence, recklessness, or willful misconduct under applicable law, the parties acknowledge that any act or omission of the CONSULTANT that causes any damages or monetary losses, and constitutes a breach of any duty under,

or pursuant to, this Contract, shall at a minimum constitute negligence (and may constitute recklessness or willful conduct if so warranted by the facts).

- B. The preceding paragraph applies to any and all such claims, regardless of the nature of the claim or theory of recovery. For purposes of the paragraphs found in this Article of the Contract, "CONSULTANT" shall include the CONSULTANT, and/or its agents, employees, subconsultants, or other independent contractors hired by, or working under, the CONSULTANT.
- C. It is the intent of the parties to provide the COUNTY the fullest indemnification, defense, and "hold harmless" rights allowed under the law. No provisions of this Contract shall be construed in a manner that would constitute a waiver or modification of Civil Code section 2782.8. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this Contract and the remaining language shall be given full force and effect. Nothing contained in this Contract shall be construed to require the CONSULTANT to indemnify the COUNTY against any responsibility or liability in contravention of Civil Code section 2782.8.
- D. Pursuant to subdivision (a) of Civil Code section 2782.8, in no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.

#### **ARTICLE 8. CONSULTANT'S RESPONSIBILITY FOR ITS WORK**

- A. The CONSULTANT has been hired by the COUNTY because of the CONSULTANT's specialized expertise in performing the Work described in the attached Scope of Work, Exhibit A. The CONSULTANT shall be solely responsible for such Work. The COUNTY's review, approval, and/or adoption of any designs, plans, specifications, or any other Work shall be in reliance on the CONSULTANT's specialized expertise and shall not relieve the CONSULTANT of its sole responsibility for the Work. The COUNTY is under no duty or obligation to review or verify the appropriateness, quality, or accuracy of any designs, plans, specifications, or any other Work, including but not limited to, any methods, procedures, tests, calculations, drawings, or other information used or created by the CONSULTANT in performing any Work under this Contract.
- B. All information which the CONSULTANT receives from the COUNTY should be independently verified by the CONSULTANT. The CONSULTANT should not rely upon such information unless it has independently verified its accuracy. The only exception to the foregoing arises when the COUNTY has expressly stated in writing that certain information may be relied upon by the CONSULTANT without the CONSULTANT's independent verification. In such event, the CONSULTANT is still obliged to promptly notify the COUNTY whenever the CONSULTANT becomes aware of any information that is inconsistent with any information which the COUNTY has stated may be relied upon by the CONSULTANT.

- C. Pursuant to the provisions of this Article, the CONSULTANT is responsible for all Work under this Contract, including the Work performed by any subconsultants or any other independent contractors which CONSULTANT hires or contracts with regarding the Work.
- D. The CONSULTANT accepts the relationship of trust and confidence established with COUNTY by this Contract, and covenants with the COUNTY to furnish the CONSULTANT's reasonable skill and judgment in furthering the interests of the COUNTY. The CONSULTANT shall use its best efforts to perform in an expeditious and economical manner consistent with the interests of the COUNTY.
- E. If CONSULTANT ever has reason to believe that any of its general or professional duties of care conflict with any requirements of this Contract, the CONSULTANT shall promptly so notify the COUNTY in writing.

#### **ARTICLE 9. INSURANCE AND INDEMNIFICATION AS MATERIAL PROVISIONS**

The parties expressly agree that the indemnification and insurance clauses in this Contract are an integral part of the performance exchanged in this Contract. The compensation stated in this Contract includes compensation for the risks transferred to the CONSULTANT by the indemnification and insurance clauses.

#### **ARTICLE 10. CONSULTANT'S ENDORSEMENT ON REPORTS, ETC.**

The CONSULTANT shall endorse all reports, maps, plans, documents, materials, and other data in accordance with applicable provisions of the laws of the State of California.

#### **ARTICLE 11. DOCUMENTS, INFORMATION AND MATERIALS OWNERSHIP**

All documents, information, and materials of any and every type prepared by the CONSULTANT (or any subconsultant) pursuant to this Contract shall be the property of the COUNTY. Such documents shall include but not be limited to data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT (or any subconsultant) in performing Work under this Contract, whether completed or in process. The CONSULTANT shall assume no responsibility for the unintended use by others of any such documents, information, or materials on project(s) which are not related to the scope of services described under this Contract.

#### **ARTICLE 12. TERMINATION OF CONTRACT WITHOUT CAUSE**

The COUNTY may terminate this Contract at any time by giving the CONSULTANT thirty (30) calendar days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for services satisfactorily rendered prior to the effective date of said termination, the CONSULTANT shall be entitled to no further compensation or payment of any type from the COUNTY.

#### **ARTICLE 13. TERMINATION OF CONTRACT FOR CAUSE**

If the CONSULTANT fails to perform the CONSULTANT's duties to the satisfaction of the COUNTY; or if the CONSULTANT fails to fulfill in a timely and professional manner the CONSULTANT's obligations under this Contract; or if the CONSULTANT violates any of the terms or provisions of this Contract; or if the CONSULTANT, or the CONSULTANT's agents or

employees fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the COUNTY, then the COUNTY shall have the right to terminate this Contract effective immediately upon the COUNTY giving written notice thereof to the CONSULTANT. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. The CONSULTANT shall be paid for all Work satisfactorily completed prior to the effective date of such termination. If the COUNTY's termination of the Contract for cause is defective for any reason, including but not limited to the COUNTY's reliance on erroneous facts concerning the CONSULTANT's performance, or any defect in notice thereof, this Contract shall automatically terminate without cause thirty (30) calendar days following the COUNTY's written notice of termination for cause to the CONSULTANT, and the COUNTY's maximum liability shall not exceed the amount payable to the CONSULTANT under Article 12 above.

#### **ARTICLE 14. COMPLIANCE WITH LAWS**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances that are applicable to the performance of the Work of this Contract. This includes compliance with prevailing wage rates and their payment in accordance with the California Labor Code. The CONSULTANT acknowledges that labor performed on site to support any Work required under this Contract is a public work within the meaning of Labor Code Section 1720. The CONSULTANT will comply, or cause its subconsultant(s) to comply, with the provisions of Labor Code Section 1774.

#### **ARTICLE 15. COVENANT AGAINST CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percent, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Contract. For breach or violation of this warranty, the COUNTY shall have the right to annul this Contract without liability or, in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### **ARTICLE 16. DISPUTES & CLAIMS**

##### **A. EXCLUSIVE REMEDY**

Any demand or assertion by CONSULTANT seeking any additional compensation and/or time extension, or other relief, for any reason whatsoever (hereafter collectively "Claim"), must be in strict compliance with the requirements of this Article. For purposes of this Article, any and all Work relating to any such demand or assertion shall be referred to as "Disputed Work", regardless of whether the basis of the demand or assertion arises from an interpretation of this Contract, an action or inaction of CONSULTANT or COUNTY, or any other event, issue, or circumstance. If the Disputed Work relates to any Work performed by any subconsultants hired by CONSULTANT in compliance with the provisions of this Contract, any such Claims must also be processed by CONSULTANT in accordance with the provisions of this Article.

The administration of a Claim as provided in this Article, including CONSULTANT's performance of its duties and obligations specified in this Article is CONSULTANT's sole and exclusive remedy for disputes of all types pertaining to the payment of money, extension of time, the adjustment or interpretation of this Contract or other contractual or tort relief arising from this Contract. Compliance with the procedures described in this Article is a condition precedent to the right to file a Government Code Claim, commence litigation, or commence any other legal action. CONSULTANT waives the right to pursue or submit any Claims not processed in accordance with this Article.

#### B. MANDATORY PROCEDURE AND CONDITION PRECEDENT

The requirements set forth in this Article are mandatory, and CONSULTANT shall strictly comply with these requirements. Strict compliance with these requirements is a condition precedent to CONSULTANT's ability to exercise any rights or remedies that may otherwise be available to CONSULTANT under this Contract or any applicable Laws or Regulations relating to the Claim. No action or inaction by CONSULTANT and/or COUNTY to try to resolve any Claim(s) through agreement, amendment, mediation, settlement, or any other means shall excuse CONSULTANT from strictly complying with the requirements of this Article. CONSULTANT shall bear all costs incurred in complying with the provisions of this Article.

#### C. NOTICE OF POTENTIAL CLAIM

The CONSULTANT shall not be entitled to any additional compensation and/or time under this Contract for any act, or failure to act, by the COUNTY, or for the happening of any event, thing, occurrence, or other cause, unless the CONSULTANT has provided the COUNTY's Director of Groundwater Sustainability with timely written Notice of Potential Claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which the CONSULTANT believes additional compensation and/or time will or may be due, the nature of the cost involved, and, insofar as possible, the full amount of additional compensation and/or time extension sought in relation to the potential claim. The said notice as above required must have been given to the COUNTY prior to the time that the CONSULTANT shall have performed any Disputed Work. It is the intention of this paragraph that differences between the parties relating to this Contract be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The CONSULTANT hereby agrees that it shall have no right to additional compensation and/or time regarding any Claim for which no written Notice of Potential Claim as herein required was filed with the COUNTY's Director of Groundwater Sustainability.

#### D. NOTICE OF FINAL CLAIM

As soon as reasonably practical upon completion of the Disputed Work, and no later than thirty (30) calendar days after completion of the Disputed Work, CONSULTANT shall provide to COUNTY a Notice of Final Claim containing a full and final documentation of the Claim that provides the following information:

1. A detailed factual narration of events fully describing the nature and circumstances that caused the dispute, including, but not limited to, necessary dates, locations, and items of Work affected by the dispute.

2. The specific provisions of this Contract that support the Claim and a statement of the reasons these provisions support and provide a basis for entitlement of the Claim.
3. When additional monetary compensation is requested, the exact amount requested, including an itemized breakdown of individual costs. These costs shall be segregated into the following cost categories:
  - a. Labor – A listing of individuals, classifications, hours and dates worked, hourly labor rates, and other pertinent information related to the requested reimbursement of labor costs.
  - b. Materials/Equipment – Invoices, purchase orders, location of materials/equipment used to perform the Disputed Work, dates they were used, and other pertinent information related to the requested reimbursement of material/equipment costs. (Any applicable equipment rates shall be at the applicable State rental rate as listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," in effect when the Disputed Work was performed.)
  - c. Other categories as specified by COUNTY.

#### E. CONSULTANT'S CONTINUING OBLIGATIONS

Neither the filing of a Notice of Potential Claim or of a Notice of Final Claim, nor the pendency of a dispute or claim, nor its consideration by the COUNTY, shall excuse the CONSULTANT from full and timely performance in accordance with the terms of this Contract. CONSULTANT shall promptly respond to any requests for further information or documentation regarding CONSULTANT's potential or final Claim. If CONSULTANT fails to provide an adequate written response to COUNTY within fifteen (15) calendar days of COUNTY's written request for such further documentation or information, CONSULTANT shall be deemed to have waived its Claim. If the further documentation or information requested by COUNTY, in the opinion of the COUNTY, reasonably take the CONSULTANT more than fifteen (15) calendar days to comply with, the written request shall provide the CONSULTANT a specific response deadline that is commensurate to a reasonable response time.

#### F. RESPONSE TO NOTICE OF FINAL CLAIM

The COUNTY shall respond in writing to the Notice of Final Claim within sixty (60) calendar days of receipt thereof, or may request, in writing, within forty-five (45) calendar days of said receipt, any additional information or documentation relating to the Claim or any defenses to the Claim the COUNTY may have against the CONSULTANT. CONSULTANT shall comply with the request within the reasonable time deadline provided by COUNTY in the request. If any additional information is thereafter requested by COUNTY, it shall likewise be provided by CONSULTANT within the reasonable time deadline provided by COUNTY in such follow-up request. The written response to the Notice of Final Claim shall be submitted to the CONSULTANT within thirty (30) calendar days after receipt of such further information and documentation, or within a period of time no greater than that taken by the CONSULTANT in producing the additional information or documentation, whichever is greater. CONSULTANT may request an informal conference to meet and confer for settlement of the issues in dispute, but CONSULTANT shall have no right to

demand such a conference. Neither the requesting of any such conference by CONSULTANT or COUNTY, nor the holding of such conference shall affect the date of the final decision on the Claim. No written communications of COUNTY sent to CONSULTANT after any such conference will change the date of the final decision on the Claim unless the writing expressly states that the date of the final decision is being changed to a new specific date.

A Claim may be granted in whole or in part only by a written response that contains the signature of the COUNTY's Director of Groundwater Sustainability or his authorized representative. In the event a valid written decision is not provided to CONSULTANT within the time prescribed in this Article, the Claim shall be deemed denied on the last day a written response was due. The date upon which the Claim is approved or denied pursuant to the provisions of this Article, shall constitute the date of the final decision on the Claim under the provisions of this Article. The date of the final decision on a Claim can only be changed by a subsequent writing signed by COUNTY that expressly states that the date of the final decision on the Claim has been changed to a new specific date.

#### G. GOVERNMENT CODE CLAIM REQUIREMENTS

For all Claims not resolved as a result of these Article 16 procedures, CONSULTANT must submit each Claim in a Government Code Section 910 form of claim for final investigation and consideration of its settlement prior to initiation of any litigation on any such Claim, as required by Government Code Section 945.4. Pursuant to Government Code Section 930.2, the one-year period in Government Code Section 911.2 is hereby reduced to 150 calendar days. This time deadline is measured from the accrual date of each separate cause of action. The time deadline for filing a Government Code claim shall not be tolled by any action or inaction by CONSULTANT or COUNTY, including but not limited to any action or inaction to try to resolve the Claim through negotiation, mediation, settlement, agreement (including Change Order), or by any other means, other than by a separate written tolling agreement expressly approved as to form (on the face of the agreement) by the County Counsel's Office.

#### **ARTICLE 17. CONSULTANT IS AN INDEPENDENT CONTRACTOR**

CONSULTANT shall, during the entire term of this Contract, be construed to be an independent contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow the COUNTY to exercise discretion or control over the professional manner in which the CONSULTANT performs the services which are the subject matter of this Contract; provided always however that the services to be provided by the CONSULTANT shall be provided in a manner consistent with all applicable standards and regulations governing such services.

The CONSULTANT understands and agrees that the CONSULTANT's personnel are not and will not be eligible for membership in or any benefits from any COUNTY group plan for hospital, surgical or medical insurance or for membership in any COUNTY retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a COUNTY employee.

**ARTICLE 18. ENTIRE CONTRACT AND MODIFICATION**

- A. This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other compensation and/or benefits than those specified herein.
- B. No change, amendment, or alteration (hereafter collectively "amendment") shall be effective unless in writing and signed by both parties.
- C. CONSULTANT specifically acknowledges that in entering into and executing this Contract, CONSULTANT relies solely upon the provisions contained in this Contract and no others. If there is any conflict between the language in the body of this Contract and any exhibits attached hereto, the body of this Contract shall take precedence.
- D. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Project Manager.

**ARTICLE 19. ENFORCEABILITY**

If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

**ARTICLE 20. WARRANTY OF CONSULTANT**

The CONSULTANT warrants that the CONSULTANT and each of the personnel employed or otherwise retained by the CONSULTANT for Work under this Contract are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

**ARTICLE 21. SUBCONTRACTING**

- A. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Contract shall be performed by any other person or entity without written authorization by COUNTY's Project Manager; provided, however, that those individuals or entities expressly identified in the approved Scope of Work and Cost Proposal (Exhibits A and B) are authorized to perform the specific work identified therein.
- B. CONSULTANT agrees to be fully responsible for all work contemplated by this Agreement regardless of whether it is performed by the CONSULTANT or another individual or entity authorized (in writing) by the COUNTY to perform the work as a subconsultant of the CONSULTANT (or as a subconsultant of a subconsultant). CONSULTANT agrees to be fully responsible for the acts and omissions of its subconsultant(s) and of any persons or entities employed or hired by any of them as it is for the acts and omissions of the CONSULTANT's employees. Nothing in this Contract shall create any contractual relation between COUNTY and any subconsultant(s), and no contract between the CONSULTANT and any subconsultant(s) shall relieve CONSULTANT of its responsibilities and obligations hereunder.

- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to the CONSULTANT.
- D. Any subcontract in excess of \$25,000 entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Project Manager prior to the start of work by the subconsultant(s).

## **ARTICLE 22. EQUIPMENT PURCHASE.**

- A. Prior authorization in writing, by the COUNTY's Project Manager, shall be required before the CONSULTANT enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or consultant services. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by COUNTY's Project Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this Contract is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of this Contract, or if this Contract is terminated, the CONSULTANT may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and the CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY."
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

## **ARTICLE 23. APPLICABLE LAW AND VENUE**

This Contract has been executed and delivered in the State of California and the validity, enforceability, and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with, or by reason of this Contract.

#### **ARTICLE 24. NOTICES**

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the COUNTY at:

County of San Luis Obispo  
 Department of Groundwater Sustainability  
 Blaine T. Reely, Director of Groundwater Sustainability  
 County Government Center, Room 206  
 San Luis Obispo, CA 93408

And to the CONSULTANT:

Water Systems Consulting, Inc.  
 (Rob Morrow), Project Manager  
 805 Aerovista Place, Suite 201  
 San Luis Obispo, CA 93401

#### **ARTICLE 25. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS**

Pursuant to Government Code Section 7550, if the total cost of this Contract is over \$5,000, the CONSULTANT shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The Contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

#### **ARTICLE 26. CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to the CONSULTANT in order to carry out this Contract, shall be protected by the CONSULTANT from unauthorized use and disclosure, and shall not be made available to any individual or organization by the CONSULTANT without the prior written approval of the COUNTY.
- B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to this Contract, shall not authorize the CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. All information related to the construction estimate is confidential, and shall not be disclosed by the CONSULTANT to any entity other than the COUNTY.

#### **ARTICLE 27. RESTRICTIVE COVENANT**

The CONSULTANT agrees that it will not, during the continuance of this Contract, perform or otherwise exercise the services described in Exhibit A for anyone except for the COUNTY, unless and until the COUNTY waives this restriction.

**ARTICLE 28. QUALITY CONTROL AND QUALITY ASSURANCE**

The CONSULTANT shall provide a description of its Quality Control procedure. The process shall be implemented for all facets of Work and a QC-QA statement and signature shall be placed on all submittals to the COUNTY.

**ARTICLE 29. CLAIMS ANALYSIS AND EVALUATION**

To the extent any claims are made between the COUNTY and the construction contractor (or any other third party), any analysis or evaluation of any claims by CONSULTANT shall be deemed confidential work related to potential litigation relating to said claims. Any analysis or evaluation of any claims by CONSULTANT shall be deemed done at the request of the COUNTY's attorneys as part of the COUNTY's preparation for the potential litigation of said claims. CONSULTANT acknowledges that the delivery of any such analysis or evaluation to any COUNTY staff or representative shall be deemed a delivery to the COUNTY's attorneys, and shall be considered part of the work product directed by the COUNTY's attorneys to be used in conjunction with the preparation for the potential litigation of said claims. Due to the special relationship between the COUNTY and the CONSULTANT, the CONSULTANT may be included in communications with COUNTY staff and/or the COUNTY's attorneys regarding claims, and the CONSULTANT agrees to keep all such communications privileged and confidential to the full extent allowed under applicable law.

**ARTICLE 30. UNRESOLVED CLAIMS RELATING TO PROJECT**

This Article only applies to services provided by CONSULTANT after the Project is completed, and the COUNTY has requested additional support services from CONSULTANT regarding any claims made between the COUNTY and the construction contractor (or any third party) regarding the Project.

- A. If claims are made between the COUNTY and the construction contractor or any other third party that relates in any way to the Project, and additional information or assistance from the CONSULTANT's personnel is requested by the COUNTY regarding any such claims, the CONSULTANT agrees to cooperate with and provide timely response to any reasonable requests for information submitted to the CONSULTANT by the COUNTY relating to such claims. To the extent the information requested by the COUNTY only seeks documents or other factual information relating to Work performed by the CONSULTANT, the CONSULTANT will only be compensated for any clerical costs associated with providing the COUNTY the requested documents or factual information.
- B. The CONSULTANT's personnel that the COUNTY considers essential to best assisting the COUNTY regarding a claim will be made available for consultation with the COUNTY upon reasonable notice from the COUNTY. In the event the expert opinions of the CONSULTANT's personnel is sought by the COUNTY through such consultation or through testimony, and only in such event, such consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the CONSULTANT's personnel services under this Contract. In the event the testimonies of any of the Consultant's personnel are sought by another party, the CONSULTANT reserves the right to charge other party a different rate for deposition or trial testimony.

- C. Other than requests for documents or other factual information relating to Work performed by the CONSULTANT, any additional services requested by the COUNTY under this Article will be performed pursuant to a written Contract amendment, if necessary, extending the termination date of this Contract in order to finally resolve the claims. Except as otherwise set forth above, the CONSULTANT's hourly rates shall be the same as set forth in exhibit to this Contract.
- D. Any subcontract entered into by the CONSULTANT relating to this Contract, shall bind the Subconsultant to all of the provisions of this Article by incorporating the provisions of this Article in any such subcontract, and substituting the name of the Subconsultant in place of the word "CONSULTANT" where it appears in this Article.

### **ARTICLE 31. CONFLICT OF INTEREST**

- A. The CONSULTANT shall disclose any financial, business, or other relationship with the COUNTY that may be affected by the outcome of this Contract, or any ensuing COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing COUNTY construction project, which will follow.
- B. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Contract.
- C. Any subcontract entered into by the CONSULTANT relating to this Contract, shall bind the subconsultant to all of the provisions of this Article by incorporating the provisions of this Article in any such subcontract, and substituting the name of the subconsultant in place of the word "CONSULTANT" where it appears in this Article.
- D. The CONSULTANT hereby certifies that neither the CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Contract. An affiliated firm is one, which is subject to the control of one or more of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Contract.

### **ARTICLE 32. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, the CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246 as amended by Executive Order (1) 75 and as approved by Department of Labor Relations (41 CFR Part 61).

### **ARTICLE 33. STATE PREVAILING WAGE RATES**

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into by CONSULTANT relating to this Contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall incorporate the provisions of this Article in a manner that binds the subconsultant to all of the provisions of the Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- D. If any work performed under this Contract (including any work performed under a subcontract by a subconsultant or subcontractor) constitutes public works in accordance with Labor Code Section 1720 et seq., then, in addition to whatever other requirements may apply under the Labor Code, (1) employees performing said work must be paid at least the prevailing rate wages in accordance with California Labor Code, Sections 1770 et seq.; (2) CONSULTANT and any subconsultants must register with the Department of Industrial Relations (DIR) to bid and/or perform work on the Project; (3) CONSULTANT, as well as all subconsultants under this agreement, must be registered with the DIR for the entire term of the Contract; and (4) CONSULTANT must submit certified payroll records to DIR at least monthly for such work. The Project is subject to DIR monitoring and enforcement.

### **ARTICLE 34. COMPLIANCE WITH GRANT AGREEMENT**

CONSULTANT acknowledges and agrees that this Contract is subject to the obligations and limitations imposed on COUNTY by the Grant Agreement and all future amendments thereto. CONSULTANT further acknowledges that if the Grant Agreement is terminated by the State, the COUNTY shall have the right to terminate or amend this Contract by giving written notice. CONSULTANT hereby expressly agrees to the provisions of the Grant Agreement and to take all actions (and provide all information) necessary for the County to satisfy its obligations under the Grant Agreement. CONSULTANT further agrees that the County has the right to enter into amendments to the Grant Agreement and that the County shall not be restricted or impaired, in any way, by this Contract. Without limiting the foregoing, CONSULTANT expressly agrees as follows (regardless of the dollar amount of this Contract or any subconsultant or subcontractor contract):

- A. CONSULTANT agrees to maintain all books, records and other documents pertinent to the Work performed pursuant to this Contract in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the COUNTY and the State at any and all reasonable times.
- B. All records of CONSULTANT or its subcontractors shall be preserved for at least three (3) years after final payment. This provision shall not be construed as shortening any retention periods set forth in the body of this Contract.

- C. CONSULTANT acknowledges that individuals working on behalf of CONSULTANT on the Work described herein may be required by the State to file a Statement of Economic Interest (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D. By signing this Contract, CONSULTANT hereby certifies, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and has or will provide a drug-free workplace by taking the following actions:
1. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a).
  2. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following: (a) the dangers of drug abuse in the workplace; (b) CONSULTANT's policy of maintaining a drug-free workplace; (c) any available counseling, rehabilitation, and employee assistance programs; and (d) penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  3. Provide, as required by Government Code Section 8355(c) that every employee, contractor, and/or subcontractor who works under this Contract will (a) receive a copy of the CONSULTANT's drug-free policy statement and (b) agree to abide by the terms of CONSULTANT's conditions of employment, contract, or subcontract.
- E. CONSULTANT acknowledges that the COUNTY and State shall have the right to inspect the work being performed (including any work performed by subcontractors) at any and all reasonable times during the term of the Grant Agreement.
- F. During the performance of this Agreement, CONSULTANT and its consultants and contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT shall ensure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment. CONSULTANT, its consultants, and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT, its consultants, and contractors shall give written

notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement, if any.

- G. Without limiting the coverage required by Article 6 of this Contract, Consultant affirms that it is aware of the provision of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT affirms that it will comply with such provisions before commencing the performance of the Work under this Contract and will make its contractors and subcontractors aware of this provision.

IN WITNESS THEREOF, the parties hereto have executed this Contract, and this Contract shall become effective on the date shown signed by all COUNTY signatories.

COUNTY OF SAN LUIS OBISPO

CONSULTANT, WATER SYSTEMS CONSULTING, INC.

By: \_\_\_\_\_  
Purchasing Agent

By: \_\_\_\_\_  
Rob Morrow, Vice President

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

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

APPROVAL RECOMMENDED  
BLAINE T. REELY

By: \_\_\_\_\_  
Joroen Olthof, CFO

By: \_\_\_\_\_  
Director of Groundwater Sustainability

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

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

APPROVED AS TO FORM AND  
LEGAL EFFECT:  
RITA L. NEAL  
County Counsel

By:   
Deputy County Counsel

Dated: October 12, 2023

EXHIBIT A  
CONSULTANT' SCOPE OF WORK

## Scope of Work

Information required from the County and other stakeholders is indicated in the scope. Additions by our team are in blue and redactions are in red.

### Task 1 – Information Gathering and Analysis

#### Task 1.1 – Project Planning (RFP Task 1)

- a. Detailed map(s) showing: (Note: All mapping shall be developed using GIS spatially-related datasets which shall be provided to the County as a project deliverable)
  - i. Project Vicinity.
  - ii. Base map with aerial photographic layer, using the most recent available photography. (Aerial photography to be provided by the County).
  - iii. Relevant hydrologic (major streams, streams receiving waste discharges), geologic, soil types, watersheds, flood-prone areas, areas designated prime farmland, and topographic features (including topographic contours). (Note: Depiction of topography shall be based on the most current USGS LIDAR elevation survey, or equal). (GIS layers to be provided by the County)
  - iv. Areas with potential for discharge of blended water supplies for groundwater basin recharge. (GIS layers to be provided by the County)
  - v. Environmental features including mapped wetlands, riparian habitat corridors, etc. (GIS layers to be provided by the County)
  - vi. Cultural features, including roadways, railroads, bridges, utilities (overhead and buried), and other relevant man-made structures. (GIS layers to be provided by the County)
  - vii. Locations of existing wells, stream gages, climatologic stations shall be depicted. (Well location data to be provided by the County).
  - viii. Property boundaries, including parcels, rights-of-way, and other relevant property boundaries. (Property boundary / parcel data sets to be provided by the County)

- ix. Water Suppliers Service Areas and Groundwater Sustainability Agency (GSA) boundaries.
  - x. Project site and service/study area boundary including service area boundaries.
  - xi. Wholesale and retail water supply and water district entity boundaries within study area and adjacent to study area.
  - xii. Wastewater agency boundaries within and adjacent to study area.
  - xiii. Existing and proposed recycled water distribution pipelines, storage, appurtenances, and existing and potential future users.
  - xiv. Existing and proposed untreated and treated water supply distribution and transmission pipelines, storage, appurtenances, and existing and potential future users.
  - xv. Existing land use, trends, and projected land use. Agricultural crop type shall be identified. (The most recent land use data from Land IQ shall be used). (Data to be provided by the County)
- b. Existing population, trends, and population projections of study area (population projections must be cited from an independent source(s)).

#### Task 1.2 – Lake Nacimiento Water Supply Characteristics and Facilities (RFP Task 2)

- a. Description of existing facilities, including conveyance, pumping, storage, and treatment processes and schematic(s), design criteria, current capacities, current flows, current water quality characteristics and the current discharge turnout location(s).
- b. Results of investigations shall be used to estimate and characterize the availability of water from the Nacimiento Water Project from a volumetric and temporal basis. The results of the investigations shall be used to develop an

understanding of how much water will be available and the timing of when during the year it will be available, including a description of the Lake Nacimiento Project flow variations, on an hourly, daily, and seasonally basis. The availability of Nacimiento water for the project will be dependent upon nominations of turn back pool water by NWP participants. An assessment of supply uncertainty shall be included. This information is critical to the water system design, including pipe sizes, pump station and treatment system capacity and configuration and the placement/ sizing of irrigation water storage facilities.

Analysis of the quality of the Lake Nacimiento Project source water to determine the overall suitability of the source for agricultural irrigation purposes. Identify any problem constituents and develop recommendations for control measures. This analysis shall address the potential variation in water quality from both a seasonal perspective and as water levels in the lake vary between normal, drought, and wet cycles to determine what, if any, treatment will be required to meet the requirements of the end users.

- . Description of existing water rights for use as an agricultural irrigation water supply. Our understanding is that the County recently received 'place of use' approval for use of NWP water for agricultural irrigation in the Paso Basin. The County will provide this information for documentation.

- . Likely cost or range of costs for purchase of NWP turnback pool water.

WSC will prepare a data request for NWP related information for submission to the County and/or Nacimiento Project Commission (NPC). Due to the aggressive study schedule, WSC will submit the data request prior to Notice to Proceed so that data collection does not delay study execution. After receiving the data requested, WSC will meet with the NPC to discuss important project implementation topics, including:

- i. Long-term NWP water use projections by existing NWP participants.
- ii. Annual and seasonal variability of NWP water use by existing NWP participants.
- iii. Experience with NWP water quality issues at existing water treatment plants (Paso Robles and San Luis Obispo).
- iv. NWP turnback pool pricing policies and/or procedures.
- v. New turnout construction, ownership, and operation logistics and feedback.

### Task 1.3 – City of Paso Robles Recycled Wastewater Characteristics and Facilities (RFP Task 3)

- a. Description of existing facilities, including conveyance, pumping, storage, and treatment processes and schematic(s), design criteria, current capacities, current flows, current water quality characteristics and the current and proposed discharge and customer turnout location(s).
- b. Results of investigations shall be used to estimate and characterize the availability of water from the City of Paso Robles Recycled Water Treatment Facility on a volumetric and temporal basis. The results of the investigations shall be used to develop an understanding of how much water may be available and the timing of when during the year it will be available, including a description of the recycled wastewater flow variations, from an hourly, daily, and seasonally basis. An assessment of supply uncertainty shall be included. This information is critical to the water system design, including pipe sizes, pump station and treatment system capacity and configuration and the placement/ sizing of irrigation water storage facilities.
- c. Analysis of the quality of the City of Paso Robles Recycled Water Treatment Facility source water to determine the overall suitability of the source for agricultural irrigation purposes. Identify any problem constituents and develop recommendations for control measures. This analysis shall address the potential variation in water quality from both a seasonal perspective ~~and as water levels in the lake vary between normal, drought, and wet cycles~~ to determine what, if any, treatment will be required to meet the requirements of the end users. ~~In conjunction with this task~~ Task 1.4 (RFP Task 4), the Consultant shall perform an analysis to determine how blending of the available source waters can be utilized to produce irrigation supplies that are acceptable to the end users. The blending analysis will include the contribution of groundwater from existing wells which are located on properties currently owned by the end users.
- d. Description of existing water recycling users, quantities, and contractual arrangements.
- e. Description of existing water rights for use of treated effluent after discharge. Our understanding is that Paso Robles has addressed diversion of treated effluent from the Salinas River for beneficial reuse through a Wastewater Change Petition process. The place of use included in the petition will be confirmed. Paso Robles

- will provide information related to the petition and water rights.
- f. Likely cost or range of costs for purchase of recycled water.
  - g. WSC will prepare a data request for recycled water related information for submission to the City. Due to the aggressive study schedule, WSC will submit the data request prior to Notice to Proceed so that data collection does not delay study execution. After receiving the data requested, WSC will meet with the City to discuss important project implementation topics, including:
    - i. Recycled water use projections, including long-term annual use, monthly use, and hourly demands.
    - ii. Recycled water supply projections.
    - iii. Recycled water quality and potential issues.
    - iv. Recycled water pricing policies and/or procedures.
    - v. New turnout and pipeline construction, ownership, and operation logistics and feedback.
  - c. The analysis will need to consider the variability in supply availability that would result in different blending ratios. The range of blending conditions would meet the range of water quality targets established by stakeholders and may, at times, include groundwater.
  - d. Task will identify one or more treatment technologies and blending protocols to meet the level of service.
  - e. Blending and treatment options will be discussed in the context of level of service alternatives that balance level of service and costs.
  - f. Pilot testing of treatment method(s) is not included in the study but may be a recommended next step to evaluate initial treatment recommendations.

#### **Task 1.4 – Blended Water Supply Analysis (RFP Task 1.4)**

- a. Consultant shall perform an analysis to determine how blending of the available source waters can be utilized to produce irrigation supplies that are acceptable for the irrigation of wine grapes. The blending analysis will include the contribution of groundwater from existing wells which are located on properties currently owned by the future end users. As part of this analysis, the Consultant shall perform a water treatment / blending study using available historic water quality data to evaluate potentially viable treatment processes and / or optimal blending proportions of the two supplies. Based on the results of the blending study, one or more water treatment technologies and / or blending protocols will be identified for further consideration during the preliminary engineering alternatives task. The ultimate goal of this task is to determine the most efficient treatment / blending process by which a supplemental water supply can be produced and delivered to the end users of the Blended Water Supply Project which meets or exceeds the requirements for vineyard irrigation on the properties of the end users.
  - b. The WSC Team will apply its agricultural irrigation expertise to define a range of acceptable blended water quality targets. As part of an initial Grower Workshop, will present this information and discuss individual grower quality needs or concerns.
- #### **Task 1.5 – Water Demand Analysis (RFP Task 5)**
- a. Consultant will work with GSA staff, members of the Blended Water Supply Project TAC, industry stakeholders, and potential identified end users of the Paso Basin Blended Irrigation Water Supply Project to develop an understanding of the anticipated demand and water quality requirements for the blended water supply. The demand analysis will include quantification of the volumetric and temporal demand criteria and shall be representative of the actual irrigation practices that are currently being applied in the project area. It shall be understood that the demand for water by the end users will change seasonally and from year to year, depending on climatic conditions, number of end users, and crop type. The Consultant will work with the end users to develop reasonable demand profiles for near term and future anticipated conditions.
  - b. The Consultant shall utilize available datasets during the water demand analysis, including satellite based Et data, historic metered pumping data, and other datasets that may be identified during the course of this project to refine the water demand estimates for the ultimate end users of the blended water supply. County will provide these datasets.
  - c. The WSC Team will conduct an initial Grower Workshop to discuss each grower's demands, on-site facilities, potential blended water supply flows and quality, and level of service tradeoffs. Additional coordination is assumed to occur during the TAC and Paso Basin Cooperative Committee (PBCC) meetings in Task 10.
  - d. Recharge of blended water, NWP water, and/or recycled water will be evaluated at a high level based on existing available information.

## Task 2 Alternatives Development

### (RFP Task 6 - Preliminary Engineering & Evaluation of Project Alternatives)

#### Task 2.1 to 2.3 – Alternatives Characterization

- a. Utilizing information acquired through the previous work tasks, Consultant will identify potentially feasible alternative design configurations for the Blended Water Supply Project. It is anticipated that distribution system alternatives will include service areas of varying sizes or locations with a greater extent of infrastructure required to reach irrigated parcels in larger and more distant service areas. The Consultant will develop a conceptual and schematic level design for each of the identified design alternatives. Appropriate design criteria will be established for all major design elements. At minimum, the following design elements will be addressed:
  - i. Source of water
    1. Work with each of the source water agencies to establish the requirements for connecting to their individual systems.
    2. Point of Connection (POC) design including structure, piping, mechanical, electrical, control, and other required components.
  - ii. Treatment & Blending
    1. Provide schematic of proposed plant location (if applicable).
    2. Detail proposed treatment process to attain requirements for quality and quantity.
    3. Discuss any process residual discharges & options for disposal.
    4. **Assumes one treatment process train and up to two treatment technologies.**
    5. **Assumes up to two blending scenarios.**
  - iii. Storage
    1. Identify size, type & site location for each existing and proposed storage facility (if applicable).
    2. Discuss hydraulic interactions with the water supply system, storage facilities, and end users.
  - iv. Pump Stations (if applicable)
    1. Identify size, type, site location and any special power requirements.
  - v. Transmission & Distribution Pipeline Infrastructure Layout
    1. Identify proposed location of pipeline alignments and improvements including lengths, sizes, and key components & appurtenances.
    2. Identify end user POC / turn-out locations.
    3. Provide hydraulic information as described in the next section.
    4. Identify any easement or ROW requirements.
    5. Identify any creek crossings or other alignment segments that will require special construction techniques and / or special permits.
  - vi. Hydraulic Calculations
    1. Perform hydraulic modeling as required to develop an optimal design for all infrastructure.
    2. Develop hydraulic design criteria for all proposed improvements, with respect to all anticipated static and dynamic conditions.
  - vii. Cost estimates
    1. **AACE Class 5 Capital** construction costs of all Blended Water Project Infrastructure
    2. Non-construction and other project costs
    3. Annual O&M for proposed improvements
    4. Proposed contingency allowance.
  - viii. Pollution Control Requirements
    1. if applicable, identify any pollution control requirements needed to comply with waste discharge requirements, and possible allocation of costs between recycling and pollution control. **WSC will work with Paso Robles to identify customer requirements associated with recycled water use.**
  - ix. Environmental Impacts
    - i. Provide information about how the specific alternative may impact the environment. Describe only those unique direct and indirect impacts on floodplains, wetlands, other important land resources, endangered species, historical and archaeological properties, etc., as they relate to each specific alternative evaluated. **This item will be use for comparing alternatives rather than a comprehensive environmental assessment of each alternative.**
  - x. Land Requirements
    - i. Identify sites and easements required. Further specify whether these properties are currently owned, to be acquired, leased, or have access agreements.

## Task 2.4 – Alternatives Analysis

- b. Information supplied for each alternative to include, but not be limited to:
- i. Cost tables for each alternative with breakdown of costs by total capital (without grants), O&M, unit processes, equivalent annual cost, and per acre-foot cost. **Assumes costs developed without vendor quotes.**
  - ii. List of potential users assumed for each alternative.
  - iii. Economic analysis in dollars per acre-foot of recycled, Lake Nacimiento, and blended water produced or delivered.
  - iv. Water quality impacts:
    1. Effect on receiving water by removing or reducing discharge of effluent, including effect on beneficial uses resulting from reduced flow. **This will be based on information provided by Paso Robles based on the City's Wastewater Change Petition to reduce discharge of effluent to the Salinas River.**
  - v. Summary of environmental analysis and identification of potential regulatory impacts that would be required to comply with CEQA.
  - vi. Summary of all permits that would be required to fully implement the alternative.
- c. Based on the information developed in the previous work tasks, each of the identified design alternatives for the Blended Water Supply Project will be comparatively evaluated. For this task, the Consultant will prepare an evaluation matrix for use in assessing the viability and comparative advantages/ disadvantages of each alternative and combination thereof. Evaluation criteria should include as primary criteria delivering in-lieu irrigation water to areas that would provide the most benefit to achieving GSP goals/ objectives. These criteria will include system hydraulic & energy efficiency; water quality & suitability for irrigation by the end users; infrastructure proximity to & compatibility with the requirements of the end users; probable treatment / blending requirements; cost of development & operation; dependability; environmental impacts & sustainability; and other factors as may be defined during the course of the assessment. The matrix based ranking system will be utilized to provide for an unbiased comparison of the alternatives considered. The outcome of this process will be the identification of the Recommended Alternative for the Blended Water Supply Project.
- d. The Consultant will periodically solicit input from GSA

staff, members of the Blended Water Supply Project TAC, industry stakeholders, and potential identified end users of the Paso Basin Blended Irrigation Water Supply Project, as well as regulatory officials as part of the evaluation process. It is imperative the stakeholders in this project have the opportunity to contribute thought, experience and recommendations in advance of the determination of the recommended project. Meetings to solicit input would be conducted as part of the TAC or PBCC meetings included in Task 4.2 (RFP Task 10). An initial list of meeting topics is included in Task 4.2.

## Task 2.5 – Recommended Project (RFP Task 7)

- a. At minimum, the Consultant shall include in the recommended project description, the following:
- i. Description of all proposed facilities and basis for selection.
  - ii. Preliminary design criteria.
  - iii. Cost estimate based on time of construction:
    1. Selected project alternative total cost.
    2. Cost index.
    3. Discount rate.
    4. Useful life (years).
    5. Life cycle costs (present worth included O&M costs).
    6. Operations and maintenance yearly costs.
    7. Replacement costs.
  - iv. List of all potential users, quantity of recycled water use, peak demand, and commitments obtained.
  - v. Reliability of facilities as compared to user requirements.
  - vi. Implementation plan:
    1. Coordination with water suppliers, determination of recycled water supplier and needed agreements or ordinances.
    2. Tentative water recycling requirements of RWQCB.
    3. Water rights impact.
    4. Permits required for project implementation.
    5. Detailed schedule including, but not limited to, notice-to proceed, construction completion, initiation of operations, etc.
  - vii. Operational plan – responsible people, equipment, monitoring, irrigation scheduling, etc.

- viii. Description of any key issues to be resolved, particularly items that may significantly impact the project budget or schedule.

### Task 3 – Prepare Preliminary Engineering Report

#### Task 3.1 – Prepare Draft PER

Consultant will prepare a ~~Final~~ Preliminary Engineering Report (PER) which will document the process by which the Recommended Alternative was selected and summarize the relevant data which was considered. The DRAFT document will be distributed to the GSA staff, members of the Blended Water Supply Project TAC, industry stakeholders, and potential identified end users of the Paso Basin Blended Water Supply Project for review and comment. **Comments will be received within two weeks of distributing draft report to maintain aggressive study schedule.** The Consultant should anticipate that formal informational presentations will be made to these groups as deemed appropriate. **The presentations would be conducted as part of the TAC or PBCC meetings included in Task 4.2 (RFP Task 10).**

#### Task 3.2 – Prepare Final PER

Upon receipt of all comments and with direction from the GSA staff, the Consultant will produce the FINAL report. **GSA staff will resolve conflicting comments in consultation with the Consultant.**

#### Task 3.3 – Construction Financing Plan and Revenue Program (RFP Task 8)

- a. Sources and timing of funds for design and construction.
- b. Pricing policy for recycled, Lake Nacimiento, and blended water supplies.
- c. Costs that can be allocated to water pollution control.
- d. Annual costs (required revenue) of recycling project.
- e. Sunk costs and indebtedness

#### Task 3.4 – Appendices (RFP Task 9)

- a. Hydraulic calculations, model output summaries, other related supporting information which supports conclusions and recommendations.

### Task 4 – Project Management and Meetings

#### Task 4.1 – Project Management

- Track scope, budget, and schedule progress on a monthly basis
- Provide monthly progress updates to the County and TAC
- Project duration is estimated to be 6 months

#### Task 4.2 – Meetings and Progress Reporting (RFP Task 10)

- a. The Consultant will work with GSA staff, members of the Blended Water Supply Project TAC, industry stakeholders, and potential identified end users of the Paso Basin Blended Irrigation Water Supply Project. For the purposes of developing the project fee estimate, the Consultant should anticipate attending a project kick-off meeting, twelve (12) monthly meetings with the TAC, and six (6) meetings with the PBCC.
- b. Meetings will be conducted in-person with up to three Consultant staff with up to one hour duration.
- c. The Consultant should plan to prepare written progress report in advance of each of these meetings and provide the progress reports to the County's project manager a minimum of 1-week prior to each meeting so that the reports can be distributed in the respective meeting agenda packets. **However, the content of pre-meeting reports will be limited due to the aggressive study schedule (6 months) and frequency of meetings (every 2 weeks).**
- d. Additionally, the Consultant shall prepare and deliver a presentation summarizing the project status during the TAC and PBCC meetings. **Based on preliminary study schedule, the anticipated TAC and PBCC meetings would cover the following topics:**
  - Kickoff Meeting – Data Request, Schedule, Roles & Responsibilities
  - TAC #1 – Supplies (Quantity, Quality, Cost)
  - TAC #2 – Grower Meeting Recap / Demand Review
  - PBCC #1 – Supply and Demand Overview
  - TAC #3 – Blend Water Analysis

- TAC #4 – Demand Analysis
- PBCC #2 – Blend Water and Demand Analysis
- TAC #5 – Service Area Alternatives
- TAC #6 - Hydraulics Analysis
- PBCC #3 – Alternatives Overview
- TAC #7 – Turnout Design
- TAC #8 – Alternatives Analysis (1 of 2)
- PBCC #4 – Alternatives Analysis
- TAC #9 – Alternatives Analysis (2 of 2)
- TAC #10 – Recommended Project
- PBCC #5 – Draft Report
- TAC #11 - Draft Report Review
- TAC #12 – Final Report Recommendations
- PBCC #6 – Final Report Recommendations

### **11. Project Deliverables and Schedule**

~~are. The Consultant shall develop and include in the proposal a complete list of project deliverables that are anticipated to be developed and provided during the course of the project. A project schedule, including all key milestones and deliverables delivery dates shall also be included in the proposal.~~

EXHIBIT B  
CONSULTANT'S FEE SCHEDULE



**2023 Classifications and Rates**

	Hourly Rate
<b>Engineers / Project Managers / Planners / Hydrogeologists</b>	
Engineering Intern	\$ 135.00
Assistant	\$ 155.00
Staff I	\$ 165.00
Staff II	\$ 175.00
Staff III	\$ 185.00
Associate I	\$ 200.00
Associate II	\$ 210.00
Associate III	\$ 220.00
Senior I	\$ 245.00
Senior II	\$ 255.00
Senior III	\$ 275.00
Principal I	\$ 295.00
Principal II	\$ 335.00
Principal III	\$ 380.00
<b>Outreach and Communications</b>	
Communications Support I	\$ 140.00
Communications Support II	\$ 155.00
Communications Support III	\$ 180.00
Communication Strategist I	\$ 210.00
Communication Strategist II	\$ 235.00
Communication Strategist III	\$ 255.00
Senior Communication Strategist I	\$ 295.00
Senior Communication Strategist II	\$ 315.00
Senior Communication Strategist III	\$ 335.00
<b>CAD / Design Services</b>	
Technician/Designer I	\$ 145.00
Technician/Designer II	\$ 170.00
Technician/Designer III	\$ 190.00
<b>Inspection Services</b>	
Inspector I	\$ 150.00
Inspector II	\$ 160.00
Inspector III	\$ 185.00
Inspector (Prevailing Wage)	\$ 190.00
<b>Administrative Services</b>	
Administration/Clerical I	\$ 140.00
Administration/Clerical II	\$ 150.00
Administration/Clerical III	\$ 170.00

**Other Expenses**

10% mark-up on direct expenses; 15% mark-up for sub-contracted services  
 Standard mileage rate \$0.65 per mile (or current Federal Mileage Reimbursement Rate)  
 Airplane mileage rate \$1.26 per mile (or current Federal Airplane Mileage Reimbursement Rate)  
 Rates are subject to revision as of January 1 each year.



**TRUSSELL TECHNOLOGIES, INC.  
HOURLY BILLING RATES**

	Billing Rate	
	Normal Hourly Rate <sup>1</sup>	Expert Daily Rate <sup>2</sup>
Senior Company Officer	\$ 355	\$4,260
Principal Engineer III	\$ 330	\$3,960
Principal Engineer II	\$ 300	\$3,600
Principal Engineer I	\$ 295	\$3,540
Supervising Engineer III	\$ 270	-
Supervising Engineer II	\$ 255	-
Supervising Engineer I	\$ 240	-
Senior Engineer III	\$ 220	-
Senior Engineer II	\$ 210	-
Senior Engineer I	\$ 195	-
Engineer II	\$ 185	-
Engineer I / Senior Drafter II / Senior Office Manager II	\$ 170	-
Associate Engineer II / Senior Drafter I / Senior Office Manager I	\$ 160	-
Associate Engineer I / Office Manager III	\$ 155	-
Assistant Engineer II / Office Manager II	\$ 145	-
Assistant Engineer I / Office Manager I	\$ 125	-
Office / Lab Assistant II	\$ 120	-
Office / Lab Assistant I	\$ 105	-

1. Time will be billed in 15 minute increments
2. Time will be billed in increments of one day

**Other Direct Costs**

Mileage for vehicle use to be reimbursed at current IRS rate.

Travel, equipment rental and other direct costs to be reimbursed at actual cost plus 5%.

**Outside Professional Services:**

Outside professional services to be reimbursed at actual cost plus 15%

Trussell Technologies respectfully requests the ability to update billing rates at a frequency of every twelve (12) months, based on CPI and other cost increases. Justification for the request would be provided for review, comment, and approval.

10/7/22

## CALPOLY IRRIGATION TRAINING AND RESEARCH CENTER (ITRC)

**From:** Daniel J. Howes <djhowes@calpoly.edu>  
**Sent:** Friday, October 6, 2023 3:05 PM  
**To:** Rob Morrow  
**Cc:** Michael Goymerac  
**Subject:** RE: Paso Blended Water Project Study - Win!

Rob

Billable Rates:

Howes - \$210

Feist - \$175

We might have a technical writer review any written documents, would you like that rate as well? (It is \$120)

Thanks

Dan

Dan Howes, Ph.D., P.E.  
805-215-5318  
[djhowes@calpoly.edu](mailto:djhowes@calpoly.edu)

Task No.	Task Description	WSC							ITRC		Trussell Technologies		ALL FIRMS				
		PIC / Technical Advisor	Project Manager	Deputy PM/Infrastructure Lead	Technical Advisor	Technical Advisor	Project Engineer	Project Administrator	WSC Labor Fee	Labor Hours	Labor Fee	Labor Hours	Labor Fee	Total Labor Hours	Total Labor Fee	Expenses	Total Fee
		Joshua Reynolds	Robert Morrow	Michael Goymerac	Jeffery Lawrence	Michael Cruikshank		Kay Merrill									
	<i>Billing rates, \$/hr</i>	\$380	\$335	\$255	\$380	\$295	\$185	\$170									
<b>1</b>	<b>Information Gathering and Analysis</b>																
1.1	Scope Item 1. Project Planning		2	4				24		\$ 6,130				30	\$ 6,130	\$ -	\$ 6,130
1.2	Scope Item 2. Lake Nacimiento Water Supply Characteristics and Facilities	1	8	17				26		\$ 12,205				52	\$ 12,205	\$ -	\$ 12,205
1.3	Scope Item 3. City of Paso Robles RW Characteristics and Facilities		8	20				30		\$ 13,330				58	\$ 13,330	\$ -	\$ 13,330
1.4	Scope Item 4. Blended Water Supply Analysis		6	16				28	45	\$ 9,625	32	\$ 6,391	127	\$ 27,286	\$ -	\$ 27,286	
1.5	Scope Item 5. Water Demand Analysis		12	22				30	80	\$ 16,555			144	\$ 31,735	\$ -	\$ 31,735	
	<b>SUBTOTAL</b>	<b>1</b>	<b>36</b>	<b>79</b>	<b>0</b>	<b>0</b>	<b>138</b>	<b>0</b>	<b>125</b>	<b>\$ 26,180</b>	<b>32</b>	<b>\$ 6,391</b>	<b>411</b>	<b>\$ 90,686</b>	<b>\$ -</b>	<b>\$ 90,686</b>	
<b>2</b>	<b>Scope Item 6. Alternatives Development</b>																
2.1	Service Area Alternatives		2	8	1			24	8	\$ 1,848			43	\$ 9,378	\$ -	\$ 9,378	
2.2	Hydraulics Analysis		6	16	4			40	25	\$ 5,198			91	\$ 20,208	\$ -	\$ 20,208	
2.3	Treatment Analysis		2	4							203	\$ 37,752	209	\$ 39,442	\$ -	\$ 39,442	
2.4	Recharge Analysis		4			4		12	0	\$ -			20	\$ 4,740	\$ -	\$ 4,740	
2.5	Alternatives Analysis		8	24				100	10	\$ 2,118			142	\$ 29,418	\$ -	\$ 29,418	
2.6	Recommended Project	1	2	4	1			16	10	\$ 2,310			34	\$ 7,720	\$ -	\$ 7,720	
	<b>SUBTOTAL</b>	<b>1</b>	<b>24</b>	<b>56</b>	<b>6</b>	<b>4</b>	<b>192</b>	<b>0</b>	<b>53</b>	<b>\$ 11,473</b>	<b>203</b>	<b>\$ 37,752</b>	<b>539</b>	<b>\$ 110,905</b>	<b>\$ -</b>	<b>\$ 110,905</b>	
<b>3</b>	<b>Prepare Report</b>																
3.1	Scope Item 7. Preparation of Draft Preliminary Engineering Report	4	12	32	4	2		60	20	\$ 4,428	37	\$ 6,952	171	\$ 38,290	\$ -	\$ 38,290	
3.2	Scope Item 7. Preparation of Final Preliminary Engineering Report	2	4	8	1			24	5	\$ 1,155	13	\$ 2,486	57	\$ 12,601	\$ -	\$ 12,601	
3.3	Scope Item 8. Construction Financing Plan and Revenue Program		2					16	0	\$ -			18	\$ 3,630	\$ -	\$ 3,630	
3.4	Scope Item 9. Appendices			1				4	0	\$ -	5	\$ 990	10	\$ 1,985	\$ -	\$ 1,985	
	<b>SUBTOTAL</b>	<b>6</b>	<b>18</b>	<b>41</b>	<b>5</b>	<b>2</b>	<b>104</b>	<b>0</b>	<b>25</b>	<b>\$ 5,583</b>	<b>55</b>	<b>\$ 10,428</b>	<b>256</b>	<b>\$ 56,506</b>	<b>\$ -</b>	<b>\$ 56,506</b>	
<b>4</b>	<b>Project Management and Meetings</b>																
4.1	Project Management	1	4	10				8	0	\$ -	18	\$ 3,960	41	\$ 9,590	\$ -	\$ 9,590	
4.2	Scope Item 10. Meetings		38	38					20	\$ 4,620	4	\$ 1,320	100	\$ 28,360	\$ 600	\$ 28,960	
	<b>SUBTOTAL</b>	<b>1</b>	<b>42</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>20</b>	<b>\$ 4,620</b>	<b>22</b>	<b>\$ 5,280</b>	<b>141</b>	<b>\$ 37,950</b>	<b>\$ 600</b>	<b>\$ 38,550</b>	
	<b>COLUMN TOTALS</b>	<b>9</b>	<b>120</b>	<b>224</b>	<b>11</b>	<b>6</b>	<b>434</b>	<b>8</b>	<b>223</b>	<b>\$ 47,856</b>	<b>312</b>	<b>\$ 59,851</b>	<b>1347</b>	<b>\$ 296,047</b>	<b>\$ 600</b>	<b>\$ 296,647</b>	

Notes:  
 10% mark-up on direct expenses; 10% mark-up for sub-contracted services  
 Standard mileage rate \$0.625 per mile (or current Federal Mileage Reimbursement Rate)  
 Rates are subject to revision as of January 1 each year.

EXHIBIT C  
CONSULTANT'S ORGANIZATIONAL CHART




**Authorized Representative**  
 Rob Morrow <sup>PE</sup>  
 805 Aerovista Place, Suite 201  
 San Luis Obispo CA 93401  
 (805) 556-5809  
 rmorrow@wsc-inc.com

*\*Due to the County's financial support of Mark's work under UC ANR, Mark will not receive compensation for work for this project. He has still offered to provide technical guidance for the project.*

EXHIBIT D  
GRANT AGREEMENT

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
(DEPARTMENT OF WATER RESOURCES) AND  
COUNTY OF SAN LUIS OBISPO  
AGREEMENT NUMBER 4600014639**

**SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the County of San Luis Obispo, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1. **PURPOSE.** The State shall provide funding from the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the Paso Robles GSP Projects and Management Actions Implementation – Phase 1 (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is to implement SGMA as outlined in the Grantee's Groundwater Sustainability Plan (GSP) or Alternative to a GSP. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the Groundwater Sustainability Plan (GSP) or Alternative to GSP, or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the SGMA and implementing regulations.
2. **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on July 29, 2022, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by APRIL 30, 2025, and no funds may be requested after JUNE 30, 2025.
3. **GRANT AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$7,600,000
4. **GRANTEE COST SHARE.** Not applicable.
5. **BASIC CONDITIONS.** The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions:
  - A. The Grantee must demonstrate compliance with all eligibility criteria set forth on Pages 7 through 13 of the *SGM Grant Program 2021 Guidelines* (2021 Guidelines).
  - B. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30<sup>th</sup>, August 29<sup>th</sup>, November 29<sup>th</sup>, and February 28<sup>th</sup>) and all other deliverables as required by Paragraph 12, "Submission of Reports" and Exhibit A, "Work Plan".
  - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:
    - i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Grant Agreement.
    - ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
      - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form (EIF) to the State,
      - b. Documents that satisfy the CEQA process are received by the State,
      - c. The State has completed its CEQA compliance review as a Responsible Agency, and

- d. The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. The Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

iii. A monitoring plan as required by Paragraph 14, "Project Monitoring Plan Requirements."

6. DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
7. ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after July 1, 2022, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- A. Costs for preparing and filing a grant application and/or Spending Plan.
- B. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supplies.
- G. Replacement of existing funding sources for ongoing programs.
- H. Travel and per diem costs, except for mileage.
- I. Support of existing agency requirements and mandates.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Meals, food items, or refreshments.
- L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

M. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

8. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30<sup>th</sup>, August 29<sup>th</sup>, November 29<sup>th</sup>, and February 28<sup>th</sup>). The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget". The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount".

Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Engineering Geologist at P.O. Box 942836, Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from authorized representative to Christopher Martinez; christopher.martinez@water.ca.gov.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any

invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

9. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 10, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 10. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

10. DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- A. Declare the funding be immediately repaid.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Grant Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

11. CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines to remain eligible to receive State funds:
- A. The Grantee must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines and 2021 PSP.
  - B. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
  - C. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
  - D. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
  - E. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
  - F. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
12. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Grant Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS), or an equivalent online submittal tool. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Quarterly Progress Reports: The Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be uploaded via GRanTS, or an equivalent online submittal tool, and the State's Grant Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report and associated quarterly invoice should be submitted to the State no later than NOVEMBER 30, 2022, with future reports then due on successive three-month increments based on the invoicing schedule and this date. The DWR Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.

- B. Groundwater Sustainability Plan or Alternative: The Grantee shall ensure that any updates to the GSP or Alternative shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
- C. Component Completion Report(s): The Grantee shall prepare and submit to the State a separate Component Completion Report for each component included in Exhibit A, "Work Plan". The Grantee shall submit a Component Completion Report within ninety (90) calendar days of component completion or before the work completion date in Paragraph 2, whichever is earliest. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable, certification of final component by a California Registered Civil Engineer (or equivalent registered professional as appropriate), consistent with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.
- D. Grant Completion Report: Upon completion of the Project included in Exhibit A, "Work Plan" the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibit F, "Report Formats and Requirements". Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the State. The Grantee must submit the draft Grant Completion Report to the DWR Grant Manager for comment and review 90-days before the work completion date listed in Paragraph 2. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30-days of receipt, when possible. Prepare a Final Completion Report addressing the DWR Grant Manager's comments prior to the work completion date listed in Paragraph 2. The Grantee must obtain the DWR Grant Manager's approval of the report within 30-days after the work completion date.
- E. Post Performance Reports (PPRs): The Grantee shall submit PPRs to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the completed project begins operation.
- F. Deliverable Due Date Schedule: The Grantee shall submit a Deliverable Due Date Schedule within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the Deliverable Due Date Schedule has been received by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.
- G. Environmental Information Form (EIF): Prepare and submit the EIF within 30-days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager.
13. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material

and labor needed for operations, utilities, insurance, and similar expenses, and “maintenance costs” include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 10, “Default Provisions.”

14. PROJECT MONITORING PLAN REQUIREMENTS. As required in Exhibit A, “Work Plan”, a Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit J, “Monitoring and Maintenance Plan Components”. The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.
15. STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G, “Requirements for Data Submittal” for web links and information regarding other State monitoring and data reporting requirements.
16. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
  - A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
  - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State’s representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
  - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
  - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
  - E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, “Final Inspections and Certification of Registered Civil Engineer.” The Grantee shall notify the State’s Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
17. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
  - A. By delivery in person.
  - B. By certified U.S. mail, return receipt requested, postage prepaid.
  - C. By “overnight” delivery service; provided that next-business-day delivery is requested by the sender.

D. By electronic means.

E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

18. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

19. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa  
Manager, Division of Regional Assistance  
P.O. Box 942836  
Sacramento, CA 94236-0001  
Phone: (916) 902-6713  
Email: [Arthur.Hinojosa@water.ca.gov](mailto:Arthur.Hinojosa@water.ca.gov)

County of San Luis Obispo

Blaine T. Reely  
Director of Groundwater Sustainability  
County of San Luis Obispo  
1055 Monterey Street, Ste D430  
San Luis Obispo, CA 93408  
Phone: (805) 781-4206  
Email: [breely@co.slo.ca.us](mailto:breely@co.slo.ca.us)

Direct all inquiries to the Grant Manager:

Department of Water Resources

Christopher Martinez  
Engineering Geologist  
P.O. Box 942836  
Sacramento, CA 94236-001  
Phone: (916) 902-7015  
Email: [christopher.martinez@water.ca.gov](mailto:christopher.martinez@water.ca.gov)

County of San Luis Obispo

Blaine T. Reely  
Director of Groundwater Sustainability  
County of San Luis Obispo  
1055 Monterey Street, Ste D430  
San Luis Obispo, CA 93408  
Phone: (805) 781-4206  
Email: [breely@co.slo.ca.us](mailto:breely@co.slo.ca.us)

Either party may change its Grant Manager, Project Representative, or Project Manager upon written notice to the other party.

20. STANDARD PROVISIONS AND INTEGRATION. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A– Work Plan

Exhibit B– Budget

Exhibit C– Schedule

Exhibit D– Standard Conditions

Exhibit E– Authorizing Resolution Accepting Funds

Exhibit F– Report Formats and Requirements

Exhibit G– Requirements for Data Submittal

Exhibit H– State Audit Document Requirements and Funding Match Guidelines for Grantees

Exhibit I– Project Location

Exhibit J– Monitoring and Maintenance Plan Components

Exhibit K– Local Project Sponsors

Exhibit L– Appraisal Specifications

Exhibit M– Information Needed for Escrow Process and Closure

Exhibit N– Project Monitoring Plan Guidance

Exhibit O– Invoice Guidance for Administrative and Overhead Charges

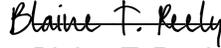
IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

County of San Luis Obispo

 \_\_\_\_\_

Arthur Hinojosa  
Manager, Division of Regional Assistance

 \_\_\_\_\_

Blaine T. Reely  
Director of Groundwater Sustainability  
County of San Luis Obispo

Date 8/1/2022 \_\_\_\_\_

Date 8/1/2022 \_\_\_\_\_

Approved as to Legal Form and Sufficiency

 \_\_\_\_\_ for

Robin Brewer  
Assistant General Counsel,  
Office of the General Counsel

Date 8/1/2022 \_\_\_\_\_

## **Exhibit A**

### **WORK PLAN**

**Project Title:** Paso Robles GSP Projects and Management Actions Implementation – Phase 1 (Project)

**Project Description:** The Work Plan includes activities associated with implementation and continued planning, development, and preparation of a GSP for the Salinas Valley – Paso Robles Area (District). The resulting GSP will incorporate appropriate Best Management Practices (BMPs) as developed by DWR, and will result in a more complete understanding of the groundwater subbasin to support long-term sustainable groundwater management. The Project consists of construction and planning projects throughout the basin. The Project also consists of installation of transportation infrastructure to provide recycled water for agriculture and irrigation. The Work Plan includes six components:

- Component 1: Grant Agreement Administration
- Component 2: City of Paso Robles Recycled Water Distribution System – Salinas River Segment
- Component 3: San Miguel Community Service District Recycled Water Supply project
- Component 4: Address GSP Data Gaps – High Priority
- Component 5: High Priority Management Actions
- Component 6: Supplemental Water Supply Feasibility/Engineering Studies

#### **COMPONENT 1: GRANT ADMINISTRATION**

##### **Category (a): Grant Agreement Administration**

Prepare reports detailing work completed during reporting period as outlined in Exhibit F, “Report Formats and Requirements” of this Agreement. Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing contents of the backup documentation organized by component, budget category, and task.

Prepare and submit the Environmental Information Form (EIF) within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager. Submit a deliverable due date schedule within 30 days of the execution date of the Grant Agreement to be reviewed and approved by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.

Prepare the Draft Grant Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the work completion date listed in Paragraph 2. DWR’s Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Completion Report addressing the DWR Grant Manager’s comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, “Report Formats and Requirements” and approved by the DWR Grant Manager within 30 days after the work completion report. However, all charges accrued after the work completion date in Paragraph 2 will not be reimbursed. The retention invoice must be received, processed, and through DWRs accounting office by the no funds may be requested after date outlined in Paragraph 2. All deliverables listed within the Work Plan shall be submitted with the Final Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

##### Deliverables:

- EIF
- Deliverable due date schedule

- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Grant Completion Reports

## **COMPONENT 2: CITY OF PASO ROBLES RECYCLED WATER DISTRIBUTION SYSTEM – SALINAS RIVER SEGMENT**

Implementing Agency: City of Paso Robles

The City of Paso Robles (City) owns and operates a 4.9-million gallons per day (mgd) capacity municipal wastewater treatment plant (WWTP). The WWTP currently treats an average of 2.4 mgd and discharges treated wastewater into the Salinas River. Wastewater flow will gradually increase to 4.4 mgd (4,900 acre feet per year) by 2045. In 2019, the City completed construction of tertiary treatment facilities at the WWTP. These facilities produce disinfected tertiary quality recycled water.

The City is now preparing to construct a Recycled Water Distribution System to deliver up to 4,900 acre feet per year (AFY) of recycled water to irrigation sites in the east side of the City and agricultural areas north and east of City limits. This will reduce extraction of groundwater from the Paso Robles Groundwater Basin. Recycled water that is not used directly for irrigation will be discharged to Huer Huero Creek, to provide greater benefit to the underlying aquifer than the existing discharge to the Salinas River. The Recycled Water Distribution System will alleviate basin-wide overdraft conditions and support compliance SGMA.

The Recycled Water Distribution System will consist of: approximately 24,000 lineal feet (LF) of purple pipelines ranging in size from 6 to 24 inches in diameter, including two trenchless crossing segments; a recycled water pump station; a 0.9-million-gallon recycled water storage tank; and discharge to Huer Huero Creek. The City has already installed some segments of the pipeline in conjunction with street improvement projects and new development.

A 1,900 LF segment of 26 inch diameter pipe will be constructed under the Salinas River, from the site of the recycled water pump station at the WWTP, to an existing segment of pipe in a new housing subdivision on the east side of the river. This segment requires a 682 LF long and deep horizontal directional drilling operation in an environmentally sensitive area.

### **Category (a): Component Administration**

Prepare reports detailing Component 2 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by Component 2 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 2 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 2 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

### Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices

- Draft and Final Component Completion Reports

### **Category (b): Environmental / Engineering / Design**

#### **Task 1: Design Plans and Specifications**

Submit all required permits and CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction activities. Complete the final (100%) design plans and specifications and submit them to the DWR Grant Manager for review and concurrence prior to advertising Component 2 for bids.

Construction may not begin and no costs for Category (c), Task 3 may be incurred until the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance in accordance with Paragraphs 5 and D.8 of this Agreement. Any costs incurred for Category (c), Task 3 prior to DWR completing its responsible agency obligations shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

#### **Deliverables:**

- All required permits
- CEQA Documentation
- 100% design plans and specifications

### **Category (c): Implementation / Construction**

#### **Task 2: Contract Services and Construction Administration**

Develop all necessary pre-bid and bid documents to secure a contractor and award the contract. Submit the Notice to Proceed. Observe construction activities for the duration of Component 2. Photo-document pre-, during, and post-construction activities and develop construction diary. Prepare any change orders and provide summaries of the change orders in the associated quarterly Progress Reports. Review and submit the record drawings to the DWR Grant Manager.

#### **Deliverables:**

- Proof of bid advertisement
- City Council resolution authorizing construction contract
- Notice to Proceed
- Summary of any change orders in associated quarterly Progress Report(s)
- Bid document(s)

#### **Task 3: Construction**

Construct Component 2 per the final design plan and specifications and as outlined in the awarded contract. Conduct an inspection of the completed Component 2 by a licensed professional and submit a Certification of Completion letter from the licensed professional to ensure that the Project was constructed per the 100% design plans and specifications and that Component 2 will provide the benefits claimed.

#### **Deliverables:**

- Certification of completion letter(s)
- As-built drawings
- Photo-documentation of pre-, during, and post-construction activities included in the associated quarterly Progress Report(s)
- Site inspection letter or report, if applicable

### **Category (d): Monitoring / Assessment**

Not applicable to this Component

**Category (e): Engagement / Outreach**

Not applicable to this Component

**COMPONENT 3: SAN MIGUEL COMMUNITY SERVICE DISTRICT RECYCLED WATER SUPPLY**

Implementing Agency: San Miguel Community Services District

Component 3 will provide between 200 and 450 AFY of recycled water supplies by building necessary infrastructure to convey the treated effluent supply from the San Miguel WWTP to various vineyards to be used for agriculture in-lieu of groundwater extraction. The construction activities for Component 3 will include the infrastructure required to convey the treated effluent from the WWTP to the vineyard and a new recycled water pumping station, pipeline, and turn-out infrastructure.

**Category (a): Component Administration**

Prepare reports detailing Component 3 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by Component 3 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 3 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 3 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

**Deliverables:**

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Environmental / Engineering / Design****Task 1: Design Plans and Specifications**

Submit completed permits and CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction activities. Develop preliminary design including the topographic survey. Complete the final (100%) design plans and specifications and submit them to the DWR Grant Manager for review and concurrence prior to advertising Component 3 for bids.

Construction may not begin and no costs for Category (c), Task 3 may be incurred until the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance in accordance with Paragraphs 5 and D.8 of this Agreement. Any costs incurred for Category (c), Task 3 prior to DWR completing its responsible agency obligations shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

**Deliverables:**

- All required permits
- CEQA Documentation

- 100% design plans and specifications

### **Category (c): Implementation / Construction**

#### **Task 2: Contract Services and Construction Administration**

Develop all necessary pre-bid and bid documents to secure a contractor and award the contract. Submit the Notice to Proceed. Observe construction activities for the duration of Component 3. Photo-document pre-, during, and post-construction activities and develop a daily construction diary. Prepare any change orders and provide summaries of the change orders in the associated quarterly Progress Reports. Review and submit the record drawings to the DWR Grant Manager.

#### **Deliverables:**

- Proof of bid advertisement
- Notice of Award
- Notice to Proceed
- Bid document(s)
- Summary of any change orders in associated quarterly Progress Report(s)

#### **Task 3: Construction**

Construct Component 3 per the final design plan and specifications and as outlined in the awarded contract. Conduct an inspection of the completed Project by a licensed professional and submit a Certification of Completion letter from the licensed professional to ensure that the Project was constructed per the 100% design plans and specifications and that the Project will provide the benefits claimed.

#### **Deliverables:**

- Certification of completion letter(s)
- As-built drawings
- Photo-documentation of pre-, during, and post-construction activities included within the appropriate quarterly Progress Reports
- Site inspection letter or report, if applicable

### **Category (d): Monitoring / Assessment**

Not applicable to this Component

### **Category (e): Engagement / Outreach**

Not applicable to this Component

## **COMPONENT 4: ADDRESS GSP DATA GAPS – HIGH PRIORITY**

### **Implementing Agency: Grantee**

Component 4 will expand the current Basin Monitoring Network by adding a minimum of 8 new monitoring wells where existing wells do not exist or where access to existing wells could not be secured. Additionally, a minimum of 3 stream gauges, and a minimum of 2 climatologic stations will be installed for better understanding of the interaction between surface water and groundwater. Work will also be done to incorporate existing monitoring wells and perform supplemental hydrogeologic investigations in the area.

### **Category (a): Component Administration**

Prepare reports detailing Component 4 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly

Progress Reports. Collect and organize backup documentation by Component 4 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 4 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 4 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Environmental / Engineering / Design**

**Task 1: Land Purchase/Easement**

Obtain all easements for Component 4 construction and long-term access for operations and maintenance as required by the Agreement.

Deliverables:

- Easement(s) and other necessary document(s)

**Task 2: Monitoring Well Planning**

Conduct planning and design activities associated with the installation of 8 monitoring wells within the Paso Robles Formation aquifer and the Salinas River alluvial aquifer. Conduct planning and design activities associated with the installation of 3 stream gauges and 2 climatic stations within the Paso Robles subbasin. Acquire necessary permits required for the installation of the wells, stream gauges, and climatic stations. Prepare CEQA documentation.

Construction may not begin and no costs for Category (c), Task 4 may be incurred until the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance in accordance with Paragraphs 5 and D.8 of this Agreement. Any costs incurred for Category (c), Task 4 prior to DWR completing its responsible agency obligations shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Deliverables:

- 100% Design, plans and specifications
- Awarded contracts
- Required environmental documentation for CEQA compliance
- Copies of required permits and access agreements
- Health and Safety Plan, generalized plans and specifications of the wells, and sampling plan

**Category (c): Implementation Construction**

**Task 3: Contract Services and Construction Administration**

Develop all necessary pre-bid and bid documents to secure a contractor and award the contract. Submit the Notice to Proceed. Observe construction activities for the duration of Component 4. Photo-document pre-, during, and post-construction activities and develop a daily construction diary. Prepare any change orders and

provide summaries of the change orders in the associated quarterly Progress Reports. Review and submit the record drawings to the DWR Grant Manager.

Deliverables:

- Proof of bid advertisement
- Notice of Award
- Notice to Proceed
- Bid document(s)
- Summary of any change orders in associated quarterly Progress Report(s)

**Task 4: Monitoring Well, Stream Gauge, and Climatologic Stations Construction and Installation**

Conduct construction of monitoring wells associated with the Paso Robles Formation aquifer and the Salinas River alluvial aquifer. Drill and construct a minimum of 8 monitoring wells. Conduct the installation of a minimum of 3 stream gauges and a minimum of 2 climactic stations.

Deliverables:

- Photos of installed wells, stream gauges, and climatic stations
- Inspection report from the Paso Robles County Environmental Health Services
- Notice of Completion and DWR Certification of Project Completion Form
- As-Build Record Drawings
- Well Completion Reports
- Soil/Water Quality Sampling Report
- Photo-documentation of pre-, during, and post-construction activities included within the appropriate quarterly Progress Reports

**Category (d): Monitoring / Assessment**

**Task 5: Incorporation of Existing and New Well Data Into Monitoring Network**

Incorporate data from existing wells into the groundwater level monitoring network to the extent possible. Add new data acquired from new monitoring wells into groundwater level monitoring network.

Deliverables:

- Technical Memo

**Category (e): Engagement / Outreach**

Not applicable to this Component

**COMPONENT 5: HIGH PRIORITY MANAGEMENT ACTIONS**

Implementing Agency: Grantee

Component 5 will implement various management actions including: a Well Verification and Registration Program to ensure that the County of San Luis Obispo GSA's information regarding the location and spatial distribution of groundwater use is correct; a Drinking Well Impact Mitigation Program to provide drinking water wells, and especially domestic well users, protection from the effects of agricultural pumping, with specific emphasis on protecting those areas within the Basin where there are concentrations of shallow domestic wells; and a voluntary Multi-Benefit Land Repurposing Program to facilitate the conversion of high-water use irrigated agricultural land to low water use agriculture use or open space, public land, or other land uses. Additionally, all non-deminimis groundwater pumpers will be required to report extractions annually.

**Category (a): Component Administration**

Prepare reports detailing Component 5 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by Component 5 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 5 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 5 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Environmental / Engineering / Design**

Not applicable to this Component

**Category (c): Implementation / Construction**

Not applicable to this Component

**Category (d): Monitoring / Assessment**

**Task 1: Well Verification and Registration Program creation**

Create the Well Verification and Registration Program to establish an accurate count of all the active wells located in the Basin and ensure that the GSA's information regarding the location and spatial distribution of groundwater use is correct.

Deliverables:

- Technical Memo

**Task 2: Extraction Reporting from Groundwater Pumpers**

Compel all non-deminimis groundwater pumpers to measure and report their groundwater extractions annually and use a water measuring method satisfactory to the GSA.

Deliverables:

- Technical Memo

**Task 3: Drinking Well Impact Mitigation Program Development**

Develop and implement a Drinking Well Impact Mitigation Program to provide drinking water wells and domestic well users protection from the effects of agricultural pumping.

Deliverables:

- Technical Memo

**Task 4: Multi-Benefit Land Repurposing Program Development**

Develop and implement a voluntary multi-benefit land repurposing program to facilitate the conversion of high-water use irrigated agricultural land to low water agriculture use or open space, public land, or other land uses on a voluntary basis.

Deliverables:

- Technical Memo

**Category (e): Engagement / Outreach**

Not applicable to this Component

**COMPONENT 6: WATER SUPPLY FEASIBILITY/ENGINEERING STUDIES**

Implementing Agency: Grantee

Component 6 consists of water supply feasibility and engineering studies within the Paso Robles Subbasin including: an engineering study to assess the feasibility of blending water supplies for agricultural use; an engineering study of the feasibility of using unallocated State Water Project water supply and other supplemental water supplies; and an engineering study to identify and evaluate options to stabilize groundwater levels and address surface water depletion utilizing excess water supplies.

**Category (a): Component Administration**

Prepare reports detailing Component 6 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by Component 6 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 6 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 6 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Environmental / Engineering / Design**

Not applicable to this Component

**Category (c): Implementation / Construction**

Not applicable to this Component

**Category (d): Monitoring / Assessment**

**Task 1: Blended Water Supply Feasibility Study**

Study and assess the feasibility of blending recycled water from the City of Paso Robles and a surplus supply from the Nacimiento Water Project (NWP) to produce an irrigation water supply. Perform design alternatives

analyses and develop recommendations for the final project design criteria including pipeline alignments, and design criteria for the proposed blending facility and pump station(s)

Deliverables:

- Technical Memo
- Design, Plans, and Specifications, if applicable

**Task 2: Supplemental Water Supply Feasibility Study – State Water Project**

Study the feasibility of using unallocation State Water Project water supplies from the San Luis Obispo County Flood Control and Water Conservation District (SLOCFCWCD), as well as other water supplies as they become available.

Deliverables:

- Technical Memo

**Task 3: Supplemental Water Supply Feasibility Study – Salinas Dam**

Study the feasibility of using supplemental water supplies from the Salinas Dam, after the storage capacity has been increased, to stabilize groundwater levels and address surface water depletion.

Deliverables:

- Technical Memo

**Exhibit B  
BUDGET**

**Grant Title: Paso Robles GSP Projects and Management Actions Implementation – Phase 1**

**Grantee: County of San Luis Obispo**

<b>Components</b>	<b>Grant Amount</b>
Component 1: Grant Administration	\$250,000
Component 2: City of Paso Robles Recycled Water Distribution System – Salinas River Segment	\$3,500,000
Component 3: San Miguel Community Service District Recycled Water Supply project	\$1,000,000
Component 4 : Address GSP Data Gaps – High Priority	\$1,400,000
Component 5 : High Priority Management Actions	\$800,000
Component 6 : Supplemental Water Supply Feasibility/Engineering Studies	\$650,000
<b>Total:</b>	<b>\$7,600,000</b>

**Component 1: Grant Administration**

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

<b>Budget Categories</b>	<b>Grant Amount</b>
(a) Grant Agreement Administration	\$250,000
<b>Total:</b>	<b>\$250,000</b>

**Component 2: City of Paso Robles Recycled Water Supply Distribution System – Salinas River Segment**

Component 2 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

<b>Budget Categories</b>	<b>Grant Amount</b>
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$3,500,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$3,500,000</b>

**Component 3: San Miguel Community Service District Recycled Water Supply project**

Component 3 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

<b>Budget Categories</b>	<b>Grant Amount</b>
(a) Component Administration	\$10,000
(b) Environmental / Engineering / Design	\$120,000
(c) Implementation / Construction	\$870,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$1,000,000</b>

**Component 4: Address GSP Data Gaps – High Priority**

Component 4 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

<b>Budget Categories</b>	<b>Grant Amount</b>
(a) Component Administration	\$25,000
(b) Environmental / Engineering / Design	\$50,000
(c) Implementation / Construction	\$1,300,000
(d) Monitoring / Assessment	\$25,000
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$1,400,000</b>

**Component 5: High Priority Management Actions**

Component 5 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

<b>Budget Categories</b>	<b>Grant Amount</b>
(a) Component Administration	\$30,000
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$770,000
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$800,000</b>

**Component 6: Supplemental Water Supply Feasibility/Engineering Studies**

Component 6 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

<b>Budget Categories</b>	<b>Grant Amount</b>
(a) Component Administration	\$20,000
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$630,000
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$650,000</b>

**Exhibit C**  
**SCHEDULE**

**Grant Title: Paso Robles GSP Projects and Management Actions Implementation – Phase 1**

Categories	Start Date <sup>1</sup>	End Date <sup>1</sup>
<b>Component 1: Grant Agreement Administration</b>	7/1/2022	3/31/2025
(a) Grant Agreement Administration	7/1/2022	3/31/2025
<b>Component 2: City of Paso Robles Recycled Water Distribution System – Salinas River Segment</b>	7/1/2022	3/31/2025
(a) Grant Agreement Administration	7/1/2022	3/31/2025
(b) Environmental / Engineering / Design	7/1/2022	12/31/2024 <sup>2</sup>
(c) Implementation / Construction	1/1/2023	12/31/2024 <sup>2</sup>
(d) Monitoring / Assessment	N/A	N/A
(d) Education / Outreach	N/A	N/A
<b>Component 3: City of Paso Robles Recycled Water Supply Project</b>	7/1/2022	3/31/2025
(a) Grant Agreement Administration	7/1/2022	3/31/2025
(b) Environmental / Engineering / Design	7/1/2022	8/1/2023
(c) Implementation / Construction	8/1/2023	8/1/2024
(d) Monitoring / Assessment	N/A	N/A
(d) Education / Outreach	N/A	N/A
<b>Component 4: Address GSP Data Gaps – High Priority</b>	7/1/2022	3/31/2025
(a) Grant Agreement Administration	7/1/2022	3/31/2025
(b) Environmental / Engineering / Design	7/1/2022	6/30/2023
(c) Implementation / Construction	7/1/2022	3/31/2025
(d) Monitoring / Assessment	7/1/2022	3/31/2025
(d) Education / Outreach	N/A	N/A
<b>Component 5: High Priority Management Actions</b>	7/1/2022	3/31/2025
(a) Grant Agreement Administration	7/1/2022	3/31/2025
(b) Environmental / Engineering / Design	N/A	N/A
(c) Implementation / Construction	7/1/2022	3/31/3025
(d) Monitoring / Assessment	N/A	N/A
(d) Education / Outreach	N/A	N/A

<b>Component 6: Supplemental Water Supply Feasibility / Engineering Studies</b>	<b>7/1/2022</b>	<b>3/31/2025</b>
<b>(a) Grant Agreement Administration</b>	<b>7/1/2022</b>	<b>3/31/2025</b>
<b>(b) Environmental / Engineering / Design</b>	<b>N/A</b>	<b>N/A</b>
<b>(c) Implementation / Construction</b>	<b>N/A</b>	<b>N/A</b>
<b>(d) Monitoring / Assessment</b>	<b>7/1/2022</b>	<b>3/31/2025</b>
<b>(d) Education / Outreach</b>	<b>N/A</b>	<b>N/A</b>

**NOTES:**

<sup>1</sup>Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.

<sup>2</sup>These end dates for Component 2 depend on timely processing of environmental permits by California Department of Fish and Wildlife, U.S. Army Corps of Engineers, and the Central Coast Regional Water Quality Control Board. These end dates are subject to change if these agencies do not perform according to statutory deadlines. In no case will end dates go beyond March 31, 2025.

**Exhibit D****STANDARD CONDITIONS****D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** the Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

**D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

**D.3. AMENDMENT:** This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." The State shall have no obligation to agree to an amendment.

**D.4. AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**D.5. AUDITS:** The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 10, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7. CALIFORNIA CONSERVATION CORPS: The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the DWR Grant Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10, "Default Provisions."
- D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
  - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations

regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

- D.12. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. **Employees of the the Grantee:** Employees of the the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
- D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15. **DISPOSITION OF EQUIPMENT:** The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
  - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
    - i. The dangers of drug abuse in the workplace,
    - ii. The Grantee's policy of maintaining a drug-free workplace,
    - iii. Any available counseling, rehabilitation, and employee assistance programs, and
    - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
    - i. Will receive a copy of the Grantee's drug-free policy statement, and
    - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.
- D.17. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction shall be provided and approved by the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
- Failure to provide an easement acceptable to the State may result in termination of this Agreement.
- D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:** Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.
- D.19. **GRANTEE'S RESPONSIBILITIES:** The Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, "Work Plan" and in accordance with Project Exhibit B, "Budget" and Exhibit C, "Schedule".
  - B. Must maintain eligibility requirements as outlined in the 2021 Guidelines and 2021 PSP and pursuant to Paragraph 11.
  - C. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
  - D. Comply with all applicable California, federal, and local laws and regulations.
  - E. Implement the Project in accordance with applicable provisions of the law.
  - F. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.

- G. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
- H. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Agreement.
- I. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.
- D.22. INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation

or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement (Level I – Informal). Non-material changes with respect to work plan are changes that help clarify the original language, addition of task without deleting others, and minor edits that will not result in change to the original scope. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. **NONDISCRIMINATION:** During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and

assessments that could adversely affect the ability of the Grantee meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.

- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.37. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. The Grantee, its contractors, or subcontractors have made a false certification, or
  - B. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
- D.41. TERMINATION BY THE GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 10, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10, "Default Provisions."

- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant Agreement.
- D.46. UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
  - B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
  - C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
  - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.47. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

**Exhibit E**  
**AUTHORIZING RESOLUTION ACCEPTING FUNDS**  
**IN THE BOARD OF SUPERVISORS**  
 COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

Tuesday, January 11, 2022

PRESENT: Supervisors John Peschong, Vice-Chairperson Bruce S. Gibson, Dawn Ortiz-Legg,  
Debbie Arnold and Chairperson Lynn Compton

ABSENT: None

**RESOLUTION NO. 2022-005**

**RESOLUTION AUTHORIZING THE DIRECTOR OF GROUNDWATER SUSTAINABILITY, OR  
 DESIGNEE, TO FILE AN APPLICATION AND EXECUTE A GRANT AGREEMENT WITH THE  
 CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR FUNDING UNDER THE SUSTAINABLE  
 GROUNDWATER MANAGEMENT GRANT PROGRAM FOR IMPLEMENTATION OF THE PASO  
 ROBLES SUBBASIN GROUNDWATER SUSTAINABILITY PLAN**

The following Resolution is hereby offered and read:

**WHEREAS**, pursuant to the Sustainable Groundwater Management Grant Program (Program) administered by the California Department of Water Resources (DWR) over \$350 million in grants will be available for planning and implementation projects to help regional water agencies comply with the Sustainable Groundwater Management Act (Water Code §§ 10720 et seq.) (SGMA); and

**WHEREAS**, representatives of basins designated by DWR as subject to conditions of critical overdraft will be eligible for the over \$150 million dollars made available during the first round of Program funding, and DWR has determined that \$7.6 million will be available per basin; and

**WHEREAS**, eligible projects under the first round include revisions / updates to an existing groundwater sustainability plan, projects that prevent or clean up contamination of groundwater that serve as a source of drinking water and projects that support water supply reliability; and

**WHEREAS**, on May 16, 2017, the County of San Luis Obispo (County) Board of Supervisors adopted Resolution 2017-134 whereby the County decided to become a groundwater sustainability agency, as defined in SGMA, for a portion of the Salinas Valley – Paso Robles Area Subbasin (Paso Subbasin) and formed the Paso Basin – County of San Luis Obispo Groundwater Sustainability Agency; and

**WHEREAS**, on December 17, 2019, the County Board of Supervisors adopted Resolution 2019-357 whereby the County adopted the Paso Robles Subbasin Groundwater Sustainability Plan (GSP) for the Paso Subbasin; and

**WHEREAS**, DWR has designated the Paso Subbasin as a basin subject to critical conditions overdraft; and

**WHEREAS**, based on the foregoing, the County is eligible for Program funding made available during the first round to fund planning and implementation activities under the GSP; and

**WHEREAS**, the Director of Groundwater Sustainability, or designee, is especially suited to ensure that grant application materials are prepared in a complete, efficient and adequate manner and to coordinate with the other groundwater sustainability agencies within the Paso Subbasin to evaluate and score the projects identified in the GSP.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the Board of Supervisors of the County of San Luis Obispo, State of California as follows:

Section 1: That an application be made to DWR to obtain a grant under the 2021 Sustainable Groundwater Management Grant Program SGMA Implementation – Planning and Projects Round 1 Grant – pursuant to the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 (Proposition 68) (Public Resources Code §§ 80000 et seq.) and the California Budget Act of 2021 (Stats. 2021, ch. 240, § 80) and to enter into an agreement to receive a grant for the: Paso Robles Groundwater Sustainability Plan Projects and Management Actions Implementation – Phase 1.

Section 2: That the Director of Groundwater Sustainability, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application and execute a grant agreement with DWR, and any future amendments thereto (if required), approved as to form by County Counsel, and submit invoices and any reporting requirements to DWR.

Upon motion of Supervisor Ortiz-Legg, seconded by Supervisor Compton, and on the following roll call vote, to-wit:

AYES: Supervisors Ortiz-Legg, Chairperson Compton, Peschong, Arnold and  
Vice-Chairperson Gibson

NOES: None

ABSENT: None

ABSTAINING: None

The foregoing Resolution is hereby adopted:

Bruce S. Gibson  
Vice-Chairperson of the Board of Supervisors

ATTEST:

WADE HORTON  
Ex-Officio Clerk of the Board of Supervisors

By: Niki Martin  
Deputy Clerk

[SEAL]

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By: /s/ Erica Stuckey  
Deputy County Counsel

Dated: December 23, 2021

<p>STATE OF CALIFORNIA ) COUNTY OF SAN LUIS OBISPO ) ss.</p> <p>I, <b>WADE HORTON</b>, Ex-Officio Clerk of the Board of Supervisors thereof, do hereby certify the foregoing to be a full, true and correct copy of an order entered in the minutes of said Board of Supervisors, and now remaining of record in my office. Witness, my hand and seal of said Board of Supervisors on January 12, 2022.</p> <p style="text-align: center;"><b>WADE HORTON,</b> Ex-Officio Clerk of the Board of Supervisors</p> <p>By: <u><i>Niki Martin</i></u> Deputy Clerk</p>
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## Exhibit F

### REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

#### 1. QUARTERLY PROGRESS REPORTS

A Quarterly Progress Report template will be provided by the DWR Grant Manager. Grantees must use the template provided for all Quarterly Progress Reports to obtain reimbursement reported. The Quarterly Progress Report must accompany an Invoice and be numbered the same for ease of reference for auditing purposes. In addition, the reporting period for the Quarterly Progress Report must also align with the corresponding quarterly Invoice.

#### 2. COMPONENT COMPLETION REPORT

Component Completion Reports shall generally use the following format. This report should summarize all work completed as part of this grant.. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to the State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:
  - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
  - Evaluation cost information, shown by material, equipment, labor costs, and any change orders
  - Any other incurred cost detail

- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed; and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

### 3. GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This report should summarize all work completed as part of this grant.. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

**Additional Information:** Summary of the submittal schedule for the Post Performance Reports applicable for the projects in this Grant Agreement.

### 4. POST-PERFORMANCE REPORT

The Post Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance. The PPR should be following the Methodology Report for the specific project type(s) provided by the DWR Grant Manager. The PPR should identify whether the project is being operated and maintained. DWR requirements is for all funded projects should be maintained and operated for a minimum of 15 years. If the project is not being maintained and operated, justification must be provided. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

#### Reports and/or products

- Header including the following:
  - Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - Project Name
  - Funding grant source
  - Report number
- Post Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

## Exhibit G

### REQUIREMENTS FOR DATA SUBMITTAL

#### Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit G, "Requirements for Data Submittal."

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: [https://www.waterboards.ca.gov/water\\_issues/programs/gama/](https://www.waterboards.ca.gov/water_issues/programs/gama/). If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: [https://www.waterboards.ca.gov/water\\_issues/programs/gama/contact.shtml](https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml).

#### Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

## Exhibit H

### STATE AUDIT DOCUMENT REQUIREMENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantees should ensure that such records are maintained for each funded project.

#### State Audit Document Requirements

##### Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) Expenditure tracking of State funds
  - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

##### State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

##### Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

##### Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

##### Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

##### Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

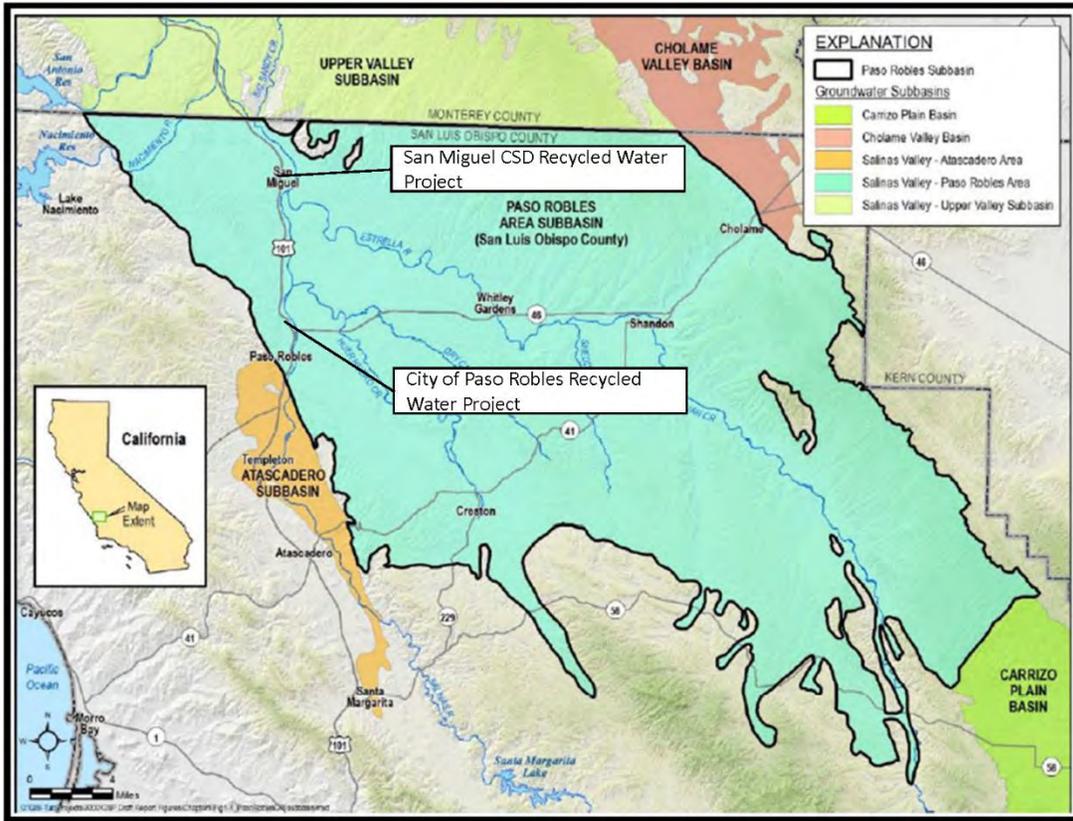
1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

### Exhibit I PROJECT LOCATION

#### VICINITY MAP



## **Exhibit J**

### **MONITORING AND MAINTENANCE PLAN COMPONENTS**

#### Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented
- Monitoring and Maintenance Plan

Detailed monitoring methods and protocols specific to the components listed in Exhibit A will be provided by the Grant Manager later. The full monitoring method report is available on the SGM Grant Program website at: [www.water.ca.gov/sgmgrants](http://www.water.ca.gov/sgmgrants).

**Exhibit K**

**LOCAL PROJECT SPONSORS**

*NOT APPLICABLE*

**Exhibit L****APPRAISAL SPECIFICATIONS**

For property acquisitions funded this Grant Agreement, the Grantee must submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, must include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by Code of Civil Procedure, section 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three-year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive-habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data must include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel must be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In depth discussion of comparable properties, similarities and differences compared to the subject, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties must include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
  - a) For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
  - b) For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.
  - c) For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements must be segregated from the land value.

27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber must be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites must also provide:
  - a) A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
  - b) An analysis of other (ground and vault) leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

**Exhibit M**  
**INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE**

The Grantee must provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents must be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

**EXHIBIT N**  
**PROJECT MONITORING PLAN GUIDANCE**

**Introduction**

For each component contained in Exhibit A, please include a brief description of the component (maximum ~150 words) including component location, implementation elements, need for the component (what problem will the project address) and responds to the requirements listed below.

**Project Monitoring Plan Requirements**

Detailed monitoring methods and protocols specific to the components listed in Exhibit A will be provided by the Grant Manager later. The full monitoring method report is available on the SGM Grant Program website at: [www.water.ca.gov/sgmgrants](http://www.water.ca.gov/sgmgrants).

## EXHIBIT O

### INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

#### Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
  - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
  - Generic markup
  - Tuition
  - Conference fees
  - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

#### Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter

**PASO BASIN COOPERATIVE COMMITTEE**  
**October 25, 2023**

**Agenda Item #16** – Adopt the 2024 Meeting

**Recommendation**

Adopt the meeting calendar for 2024.

**Prepared By**

Blaine Reely, County of San Luis Obispo Groundwater Sustainability Director

**Discussion**

The Paso Basin Cooperative Committee (PBCC) has historically met on the fourth Wednesday of the month on a quarterly basis. Section 4.5 of the MOA specifies that the PBCC “shall meet at least quarterly...”.

Given the increased level of activity in the Paso Robles subbasin, PBCC staff recommends the PBCC meet on a bi-monthly basis (every other month), and consider Special meetings, as needed.

The proposed bi-monthly schedule is provided as Attachment 1.

\* \* \*

# Bi-Monthly PBCC Meetings

Proposed Meeting Date

Holiday

January 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				