

Cuyama Basin Groundwater Sustainability Agency

Board of Directors

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

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

Special Meeting Agenda September 21, 2017

Agenda for a meeting of the Cuyama Basin Groundwater Sustainability Agency Board of Directors to be held on Thursday, September 21 2017 at 4 PM at the Cuyama Valley Family Resource Center, 4689 CA-166, New Cuyama, CA 93254

Teleconference meeting access will be available at Quartz Hill Water District: 5034 W Ave. L, Quartz Hill, CA 93536

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

- 1. Call to order**
- 2. Roll call**
- 3. Pledge of Allegiance**
- 4. Board interview with Jim Beck of The Hallmark Group, proposed Executive Director of the GSA.**
- 5. Request to approve a professional services contract with The Hallmark Group, in an amount not to exceed \$63,750 through December 31, 2018, to act as Executive Director for the Cuyama Basin Groundwater Sustainability Agency.**
- 6. Public comment for items not on the Agenda**

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

- 7. Adjourn**

➤ CUYAMA BASIN GROUNDWATER
SUSTAINABILITY AGENCY
EXECUTIVE DIRECTOR PROFESSIONAL
SERVICE AGREEMENT

September 15, 2017

Agreement Number 201709-CB-001



DOCUMENTS INCLUDED

Exhibit A – Task Order

Exhibit B – Budget



AGREEMENT

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

1. SERVICES

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

2. RESPONSIBILITY FOR SERVICES

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

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

3. COMPENSATION

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

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

4. CONFIDENTIALITY

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

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

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

5. INDEMNIFICATION

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

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

6. INDEPENDENT CONTRACTOR

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

7. TERMINATION

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

8. ARBITRATION

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

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

9. INSURANCE REQUIREMENTS

A. CERTIFICATE OF INSURANCE

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

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

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

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

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

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

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

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

B. REQUIRED COVERAGES

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

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

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

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

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

C. PROOF OF INSURANCE

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

10. MISCELLANEOUS

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

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

Hallmark Group

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

Cuyama Basin Groundwater Sustainability Agency

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



**HALLMARK
GROUP** Capital
Program
Management

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EXHIBIT A TASK ORDER

TASK ORDER NO. HG-001

CUYAMA BASIN GROUNDWATER SUSTAINABILITY AGENCY EXECUTIVE DIRECTOR

Task Order No.: CB-HG-001
Contractor: The Hallmark Group
Request for Services: Agreement Number 201709-CB-001
Dated: September 15, 2017
Effective Date: October 1, 2017

DESCRIPTION OF TASK

The Cuyama Basin Groundwater Sustainability Agency (CBGSA) was formed on June 6, 2017 and requests Hallmark Group provide Executive Director services to perform management and administrative duties in the role of a general manager supporting staff for a public agency acting as a Groundwater Sustainability Agency.

SCOPE OF WORK FOR CBGSA EXECUTIVE DIRECTOR

TASK 1 – GSA BOARD OF DIRECTORS MEETINGS

Contractor will perform the following meeting management services:

1. Prepare agendas of meetings of the GSA Board of Directors (anticipated one meeting monthly).
2. Meeting attendance.
3. Meeting minute development.

TASK 2 – CONSULTANT MANAGEMENT AND GSP DEVELOPMENT

Contractor will perform the following consultant management and GSP development services:

1. Coordinate with other consultants retained by the GSA, including legal counsel and the firm(s) preparing the GSP and facilitating its development.
2. Support of consultant contracting, deliverables, invoicing, budget, and schedule.
3. Facilitate teleconferences as needed.

TASK 3 – FINANCIAL INFORMATION COORDINATION

Contractor will perform the following financial management services:

1. Coordinate with the Treasurer of the GSA to provide financial information to the GSA Board.

| TASK NUMBER | DELIVERABLE | TARGET DATE |
|--------------------|--|--------------------|
| 1.1 | Develop monthly BoD agenda. | Monthly |
| 1.2 | Attend monthly BoD session. | Monthly |
| 1.3 | Meeting minute development. | Monthly |
| 3.1 | Prepare summary of the monthly revenues, expenses, and annual budget status for monthly CBGSA BoD meeting. | Monthly |

TERM

The term of this Task Order is October 1, 2017 through December 31, 2018.

DETAILED COSTS

Contractor shall invoice all services according to the Agreement. The total amount of this Task Order shall not exceed \$63,750.

CONTACT PERSONS

| CUYAMA BASIN GROUNDWATER SUSTAINABILITY AGENCY | HALLMARK GROUP |
|---|--|
| Representative: | Representative: Charles R. Gardner Jr. |
| | 1901 Royal Oaks Drive, Suite 200 |
| | Sacramento, CA 95815 |
| Phone: | Phone: (916) 923-1500 |
| Email: | Email: cgardner@hgcpm.com |

AUTHORIZED SIGNATURES

Contractor and the Cuyama Basin Groundwater Sustainability Agency agree that these services will be performed in accordance with the terms and conditions of Standard Agreement Number 201709-CB-001.

Cuyama Basin Groundwater Sustainability Agency

Contractor – The Hallmark Group

CBGSA Representative

Charles R. Gardner Jr. - President

Date

Date

EXHIBIT B BUDGET

HALLMARK GROUP FEE PROPOSAL FOR CBGSA EXECUTIVE DIRECTOR

| DESCRIPTION | JOB DESCRIPTION | DIRECT RATE | TOTAL HOURS | TOTAL DIRECT LABOR |
|--|--------------------------|-------------|-------------|---------------------|
| October 1, 2017 thru December 31, 2018 | | | | |
| | Executive Director | \$ 250.00 | 97.5 | \$ 24,375.00 |
| | Project Assistant | \$ 100.00 | 45 | \$ 4,500.00 |
| Subtotal Task 1 – GSA Board of Directors Meetings | | | 142.5 | \$ 28,875.00 |
| | Executive Director | \$ 250.00 | 82.5 | \$ 20,625.00 |
| | Project Assistant | \$ 100.00 | 67.5 | \$ 6,750.00 |
| Subtotal Task 2 – Consultant Management | | | 150 | \$ 27,375.00 |
| | Executive Director | \$ 250.00 | 7.5 | \$ 1,875.00 |
| | Project Assistant | \$ 100.00 | 45 | \$ 4,500.00 |
| Subtotal Task 3 – Financial Information Coordination | | | 52.5 | \$ 6,375.00 |
| TOTAL DIRECT LABOR | | | | \$ 62,625.00 |
| | Mileage [miles/ \$0.535] | 2,103 | | \$ 1,125.00 |
| TOTAL TRAVEL | | | | \$ 1,125.00 |
| TOTAL FEE PROPOSAL | | | | \$ 63,750.00 |