

# Glenn Groundwater Authority

## Groundwater Sustainability Agency

225 N. Tehama Street, Willows, CA 95988 | 530.934.6540

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### Board of Directors Special Meeting Materials

October 21, 2022 | 1:30 PM

225 North Tehama Street, Willows, CA 95988

Remote Public Participation Option:

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#### 1. CALL TO ORDER

The Chairperson will call the meeting to order and lead the [flag salute](#).

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#### 2. ROLL CALL

Roll call will be conducted.

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#### 3. PERIOD OF PUBLIC COMMENT

Members of the public are encouraged to address the GGA Board of Directors on items relevant to the GGA. Public comments are limited to no more than 5 minutes. No action may be taken on public comments.

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#### 4. Colusa Subbasin Sustainable Groundwater Management Round 2 Grant Writing Services

- a. \*Approve recommendation from CGA Grant Writing Services Ad Hoc Committee and GGA staff on the selection of Luhdorff & Scalmanini Consulting Engineers to provide grant writing services for the 2022/2023 Sustainable Groundwater Management Round 2 grant application.
- b. \*Authorize Colusa Groundwater Authority to enter into an agreement on behalf of the GSAs with Luhdorff & Scalmanini Consulting Engineers for an amount not to exceed \$44,500 and agree to share the cost between CGA and GGA at 50% each.

At the July 11, 2022 meeting, there was discussion on the SGM Round 2 grant. Staff recommended the GGA consider hiring a grant writer to assist with preparing the grant application, in coordination with the CGA. There was general consensus to pursue a grant writer as recommended.

On August 8, 2022, the CGA considered options in order to pursue grant writing services. The Board decided to request proposals from specific individuals/firms to engage in grant writing services for the Sustainable Groundwater Management Round 2 grant application pending concurrence with CGA. The CGA agreed to the approach and formed an ad hoc committee to work with the GGA to review proposals and provide a recommendation to the GSAs.

CGA and GGA staff jointly prepared an email inviting proposals from the five firms shown below.

- Davids Engineering, Inc.
- Geosyntec
- Larry Walker Associates
- Luhdorff & Scalmanini Consulting Engineers
- Morrison

Four proposals were received. Davids Engineering declined due to short timeline, existing workload, and available support to complete the project. The CGA ad hoc committee and GGA staff met on October 14 to discuss the proposals. The joint team is recommending the selection of Luhdorff & Scalmanini Consulting Engineers to provide grant writing services for the SGM Round 2 grant application. The budget provided in the proposal is \$44,500.

\$35,000 is budgeted for professional services which could include grant writing services. Currently, \$21,500 remains unallocated to a specific project. Other potential budget line items that could support this work include special department expenses or GSP development/implementation. The GGA's share of the cost will not exceed \$22,250 without prior approval.

#### **Attachments**

- Draft Agreement for Professional Services (Luhdorff & Scalmanini Consulting Engineers, Colusa Groundwater Authority) Project No. 22-1-141

**AGREEMENT FOR PROFESSIONAL SERVICES  
LUHDORFF & SCALMANINI CONSULTING ENGINEERS, INC.**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "**Agreement**") is entered into as of October 25, 2022 (the "**Effective Date**"), by and between the Colusa Groundwater Authority, a joint powers authority (hereafter called "**Client**"), and Luhdorff & Scalmanini Consulting Engineers, Inc., a California corporation (hereafter called "**LSCE**").

Client Contact:	Colusa Groundwater Authority Carol Thomas-Keefer, Prog. Mgr.	LSCE Contact:	Eddy Teasdale, PG, CHG
Address:	1213 Market Street	Address:	500 First Street
City, State, Zip:	Colusa, CA 95932	City, State, Zip:	Woodland, CA 95695
Phone:	650-587-7300 X17	Phone:	(530) 661-0109
Email:	CThomasKeefer@rgs.ca.gov	Email:	eteasdale@lsce.com

**RECITALS:**

- A. WHEREAS, Client desires to retain LSCE to perform certain consulting services in connection with a project as described herein.
- B. WHEREAS, LSCE desires to perform the consulting services as described herein, pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client and LSCE hereby agree as follows:

**PROVISIONS OF AGREEMENT**

- Services. LSCE shall provide the services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "**Services**").
- Compensation. As consideration for the Services, Client shall pay LSCE the total amount of compensation set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.
- Term. The term of this Agreement shall commence on the Effective Date and shall remain in effect until the Services have been completed or, if a different term is stated in **Exhibit A**, for such term as is stated in **Exhibit A** (the "**Term**").
- Invoicing and Payment.
  - Monthly Invoices. All fees and other charges due to LSCE will be billed monthly and shall be due at the time of billing unless specified otherwise in this Agreement. If Client fails to pay LSCE within thirty (30) days after invoices are rendered, LSCE shall have the right in its sole discretion to consider such default in payment a material breach of this Agreement, and, upon written notice, LSCE's duties, obligations, and responsibilities under this Agreement may be suspended or terminated. In such event, Client shall promptly pay LSCE for all outstanding fees and charges due to LSCE at the time of suspension or termination. If LSCE elects to suspend or terminate LSCE's services pursuant to this provision, LSCE is entitled to reasonable suspension or termination costs and expenses.
  - Accuracy of Invoices. Client agrees that all billings from LSCE to Client are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies LSCE in writing of alleged inaccuracies, discrepancies, or errors in billing.
  - Late Payment Charge. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one-

half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing.

(d) Fee Schedule Changes. In the event LSCE's fee schedule changes due to any increase of costs such as the granting of wage increases and/ or other employee benefits to field or office employees due to the terms of any labor agreement, or increase in the cost of living, during the Term of this Agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased costs.

(e) Client agrees that if Client requests services not specified in Exhibit A, Client will pay for all such additional services as extra services, in accordance with LSCE's billing rates for extra services set forth in Exhibit C, attached hereto and incorporated herein by this reference.

5. Work Product. Client acknowledges and agrees that all reports, plans, specifications, field data and notes and other documents, including all such documents on electronic media, prepared by LSCE under this Agreement are instruments of service of LSCE, shall remain the property of LSCE, and may be used by LSCE without limitation without the consent of Client. Upon request and payment of all costs related thereto, Client is entitled to a copy of all final plans and specifications for use in connection with the project for which the plans and specifications have been prepared. Client acknowledges and agrees that its right to utilize final plans and specifications and the services of LSCE provided pursuant to this Agreement will continue only so long as Client is not in default of this Agreement, and only so long as Client has performed all of its obligations under this Agreement. In the event Client is in default of any of the terms or conditions of this Agreement, Client's right to utilize the instruments of service of LSCE pursuant to this paragraph shall be automatically revoked.
6. Non-Use of Draft Work Product; Use of Final Work Product. Client agrees not to use or permit any other person to use plans, specifications, drawings, cost estimates, reports or other documents prepared by LSCE which plans, specifications, drawings, cost estimates, reports or other documents are not final and which are not signed and stamped or sealed by LSCE. Client acknowledges and agrees that all documents on electronic files, or drawings, reports, and data on any form of electronic media generated and furnished by the LSCE, are not final plans or documents. Client shall be liable for any such use of all non-final or draft plans, specifications, drawings, cost estimates, reports, electronic files, or other documents that are not signed and stamped or sealed by LSCE. Client hereby waives any claim for liability against LSCE for such use. Client agrees, to the extent permitted by law, to indemnify and hold harmless LSCE, its officers, directors, employees, and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from a violation of this paragraph by Client. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described in Exhibit A and such use is subject to the terms and conditions of this Agreement. Such final plans, specifications, drawings, cost estimates, reports or other documents may not be changed or used on a different project without written authorization or approval by LSCE. If signed check prints are required to be submitted with a stamp or seal, they shall not be considered final for purposes of this paragraph.
7. Electronic Files.
  - (a) Ownership of Electronic Files. In accepting and utilizing any electronic files, or drawings, reports and data on any form of electronic media generated and furnished by LSCE ("**Electronic Files**"), Client covenants and agrees that all such Electronic Files are instruments of service of LSCE, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.
  - (b) Use of Electronic Files. Client agrees not to use or reuse any Electronic Files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to make changes to or transfer the Electronic Files to any person or entity without the prior written consent of LSCE. Client further agrees to waive all claims against LSCE resulting in any way from any unauthorized changes, use, or reuse of the Electronic Files for any other project by anyone other than LSCE.
  - (c) Technological Specifications. Client acknowledges and agrees that Client and LSCE have agreed on all hardware and software specifications that may be necessary for transmission of Electronic Files relevant to the project. These specifications, if applicable, are attached as Exhibit D to this Agreement, which is incorporated herein by this reference.
  - (d) Acceptance of Electronic Files. Electronic Files furnished by LSCE to Client shall be subject to an acceptance period of fifteen (15) days during which the Client agrees to perform appropriate acceptance tests. LSCE shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the Electronic Files shall be deemed to be accepted and LSCE shall not have any obligation to correct errors or maintain Electronic Files.

(e) Electronic Files Are Not Construction Documents. Electronic Files, such as computer-aided drafting and design files, are not construction documents, and LSCE makes no representation as to their accuracy or completeness. Client is aware and agrees that differences may exist between the Electronic Files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by LSCE and any Electronic Files, the signed and stamped or sealed hard copy construction documents, copies of which shall be kept by LSCE, shall govern.

(f) Indemnity and Indemnification Related to Electronic Files. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless LSCE, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any unauthorized changes made by anyone other than LSCE or from any use or reuse of the Electronic Files for any other project by anyone other than LSCE.

(g) No Warranties; LSCE Not Liable. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale of a product by LSCE, and LSCE makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall LSCE be liable for indirect or consequential damages as a result of Client's use or reuse of the electronic files.

8. Termination.

(a) Client acknowledges LSCE has the right to complete all services agreed to be rendered pursuant to this Agreement. In the event this Agreement is terminated before the completion of all Services, unless LSCE is responsible for such early termination, Client hereby agrees to release LSCE from all liability for Services performed. In the event all or any portion of the Services by LSCE are suspended, abandoned, or otherwise terminated, Client shall pay LSCE all fees and charges for Services provided prior to termination.

(b) Client acknowledges and agrees that, if project Services are terminated for the convenience of Client, LSCE is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to the terms set forth in **Exhibit C**.

(c) If Client is in default regarding the Client's payment obligations under this Agreement, and Client requests LSCE continue providing some or all of the Services, LSCE shall have no obligation to provide any further Services unless Client provides financial assurances satisfactory to LSCE in LSCE's sole discretion.

9. Suspension of Services. Client acknowledges and agrees that, if this Agreement or the Services are suspended and restarted, there will be additional charges due to such suspension which shall be paid by Client to LSCE as extra services pursuant to the terms set forth in **Exhibit C**.

10. Prevailing Wage; Public Works. Unless the Services to be provided by LSCE expressly include LSCE's assistance in determinations regarding the application of prevailing wages, Client and LSCE acknowledge and agree that it is Client's exclusive responsibility to determine whether the project that is the subject of this Agreement is a "public work" as defined in California Labor Code Section 1720, or whether prevailing wage rates are to be paid to certain workers in connection with the project, or determine the rate of prevailing wages to be paid to certain workers. LSCE will develop its schedule of labor rates in reliance on the determinations of Client. In the event of a dispute regarding whether the project is a "public work", whether prevailing wages are to be paid, or the amount of prevailing wages to be paid to individual workers, Client agrees to pay LSCE for any and all additional costs and expenses (including additional wages, penalties & interest) incurred by LSCE and further agrees, to the extent permitted by law, to defend, indemnify and hold harmless LSCE, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to the Client's determinations regarding the application of or payment of prevailing wages.

11. Construction Phase Services. If the Services do not include construction-phase services for this project, Client acknowledges such construction-phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against LSCE that may in any way be connected thereto. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold LSCE harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction-phase services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions.

12. Common Interest Developments.

(a) Pre-Litigation Costs. If the Services include the rendition of professional services for a project which is a common

interest development subject to the provisions of Civil Code section 1375, Client agrees to reimburse LSCE for all costs associated with LSCE's participation in the pre-litigation process described in Civil Code section 1375. Further, Client agrees to pay LSCE's fees for time incurred participating in the pre-litigation process. These fees and costs shall be paid as extra services in accordance with the terms set forth in **Exhibit C**. Such extra services shall be paid at LSCE's normal hourly rates in effect at the time LSCE participates in the pre-litigation process. For purposes of this paragraph, a "common interest development" shall be a common interest development as defined in Civil Code section 1375.

(b) Indemnification. Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless LSCE, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to LSCE's participation in the pre-litigation process pursuant to Civil Code section 1375.

(c) Notice. Client agrees that, if Client receives a Notice of Commencement of Legal Proceedings pursuant to Civil Code section 1375, Client will notify LSCE within 10 days of Client's receipt of the Notice of Commencement of Legal Proceedings, provided the Notice of Commencement of Legal Proceedings either identifies LSCE as a potentially responsible party or the face of the Notice contains information which identifies LSCE's potential responsibility. If Client does not timely notify LSCE, then Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless LSCE, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to Client's failure to timely notify LSCE.

13. Effect of Client Bankruptcy. If Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing, LSCE shall be entitled to suspend its performance of any and all of its obligations pursuant to this Agreement. If, upon filing a voluntary petition or an involuntary petition in the United States Bankruptcy Court, Client seeks to have LSCE continue to provide Services pursuant to this Agreement, Client agrees to comply with applicable provisions of the United States Bankruptcy Code to ensure payment for any continuing or reinstated Services.
14. Non-Waiver of Liens. This Agreement shall not be construed to alter, affect, or waive any design professional's lien, mechanic's lien, or stop notice right which LSCE may have for the performance of Services pursuant to this Agreement. Client agrees to provide to LSCE the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide LSCE with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.
15. No Additional Obligations. LSCE shall not be required to execute any documents subsequent to the signing of this Agreement, including but not limited to any documents that in any way might, in the judgment of LSCE, increase LSCE's contractual or legal obligations or risk, or adversely affect the availability or cost of its professional or general liability insurance. Nor shall LSCE be required to sign any documents, requested by any party, including Client, that would result in LSCE's having to certify, guarantee, warrant, or state the existence of conditions whose existence LSCE cannot ascertain. The Client also agrees not to make resolution of any dispute with LSCE or payment of any money due to LSCE, in any way contingent upon LSCE's signing any such certification, guarantee, warranty or statement.
16. Field Conditions. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with the terms set forth in **Exhibit C**.
17. Force Majeure. LSCE is not responsible for delay caused by activities or factors beyond LSCE's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, power failures, accidents or equipment malfunctions, acts of God, failure of Client to furnish timely information or approve or disapprove of LSCE's services or instruments of service promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond LSCE's reasonable control occur, Client agrees LSCE shall not be responsible for damages nor shall LSCE be deemed to be in default of this Agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause LSCE to perform extra services, such services shall be paid for by Client as extra services in accordance with the terms set forth in **Exhibit C**.
18. Government Actions; Limitation of Liability. LSCE shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.

19. Quantity Estimates. If the Services require LSCE to estimate quantities, such estimates are made on the basis of LSCE's experience and qualifications and represent LSCE's best judgment as a professional generally familiar with the industry. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the Services require LSCE to provide its opinion of probable construction costs, such opinion is to be made on the basis of LSCE's experience and qualifications and represents LSCE's best judgment as to the probable construction costs. However, since LSCE has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.
20. Work By Third Parties. Client acknowledges that LSCE is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
21. No Warranties. LSCE makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
22. LSCE Not Liable For Client Plan Changes Not Authorized By LSCE. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications, documents, or electronic files prepared by LSCE, which changes are not consented to in writing by LSCE, or (2) Client agrees to, authorizes or permits construction of unauthorized changes in the plans, specifications, documents, or electronic files prepared by LSCE, which changes are not consented to in writing by LSCE, or (3) Client does not follow recommendations prepared by LSCE pursuant to this Agreement, which changed recommendations are not consented to in writing by LSCE: Client acknowledges that the unauthorized changes and their effects are not the responsibility of LSCE and Client agrees to release LSCE from all liability arising from the use of such changes, and further agrees, to the extent permitted by law, to defend, indemnify and hold harmless LSCE, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from the unauthorized changes.
23. Venue. Client agrees that in the event LSCE institutes litigation to enforce or interpret the provisions of this Agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which LSCE's place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.
24. Disputes.
- (a) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, Client and LSCE agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.
- (b) Client and LSCE further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.
- (c) Subdivision (a) shall not preclude or limit LSCE's right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court. Subdivision (a) shall not preclude or limit LSCE's right to record, perfect or enforce applicable mechanic's lien or stop notice remedies.
25. Independent Contractor. Client engages LSCE hereunder as an independent contractor. Client shall have no right to control, supervise, or direct the manner or method by which LSCE performs its obligations under this Agreement. In performance of this Agreement, LSCE, including any and all of LSCE's officers, agents, employees, and independent contractors, will at all times be acting and performing as an independent contractor, and will act in its independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of Client.
26. Cooperation. Client and LSCE agree to cooperate with each other in order to fulfill their responsibilities and obligations under this agreement. Both Client and LSCE shall endeavor to maintain good working relationships among members of the project team.
27. Binding Agreement. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and LSCE.

28. Assignment. This Agreement shall not be assigned by either Client or LSCE without prior written consent of the other. Neither Client nor LSCE shall assign claims arising from the Agreement without prior written consent of the other.
29. Entire Agreement; Amendment. This Agreement contains the entire agreement between Client and LSCE relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and LSCE.
30. Waiver. LSCE's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. LSCE's or Client's waiver of any breach of this Agreement shall not constitute the waiver of any other breach of the Agreement.
31. Severability. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and LSCE.
32. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
33. Notices. All notices, approvals, demands, reports and other communications provided for in this Agreement (each, a "**Notice**") shall be in writing and shall be given to such party at its address as set forth above or such address as such party may hereafter specify for the purpose by Notice to the other party listed below. Each Notice shall be deemed delivered to the party to whom it is addressed: (a) if personally served or delivered, upon delivery; (b) if given by electronic mail, upon the sender's receipt of written acknowledgment or confirmation of receipt of the entire Notice; (c) if given by mail with first-class postage prepaid, seventy-two (72) hours after such Notice is deposited with the United States Mail; or (d) if given by overnight courier with overnight courier charges prepaid, twenty-four (24) hours after delivery to said overnight courier.
34. Indian Law Provisions. If Client is a federally recognized Indian Tribe, the following additional provisions shall apply to this Agreement:
- (a) Waiver of Sovereign Immunity. Client, for itself and by action of its tribal council and general council (together with Client and all other tribal entities of Client, collectively, the "**Tribe**") hereby expressly, unequivocally and irrevocably waives the Tribe's sovereign immunity on a limited basis in favor of LSCE (and any defense based thereon) for enforcement of this Agreement and submits, for itself, to the jurisdiction of the Superior Court State of California for the County of Yolo and any United States District Court for the Eastern District of California, over any such action and over Client, and the Tribe and LSCE each irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such California state court or in such federal court. The Tribe and LSCE each agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- (b) Consent to Jurisdiction. The Tribe and LSCE each consents to the jurisdiction and venue of any court referred to in subparagraph (a) above and waives any argument that venue in such forums is not convenient. In the event the Tribe commences any action in another jurisdiction or venue under any tort or contract theory arising directly or indirectly from the relationship created by this Agreement, LSCE at its option shall be entitled to have the case transferred to one of the jurisdictions and venues above-described, or if such transfer cannot be accomplished under applicable law, to have such case dismissed without prejudice.

**IN WITNESS WHEREOF**, the parties hereby execute this Agreement to be effective as of the Effective Date.

Client: \_\_\_\_\_ LSCE: \_\_\_\_\_

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_ Date Signed: \_\_\_\_\_



**EXHIBIT A**  
Services

[See Full Proposal indicating services to be provided for the deliverables specified]



**Luhdorff &  
Scalmanini**  
Consulting Engineers

Statement of Qualifications

## Grant Writing Services for the Colusa Subbasin

Colusa and Glenn Groundwater Authorities (GSAs)

SEPTEMBER 27, 2022





September 27, 2022

Ms. Carol Thomas-Keefer  
Ms. Lisa Hunter  
Colusa Subbasin GSA Program Managers

**SUBJECT: Statement of Qualifications to Provide Grant Writing Services for the Colusa Subbasin**

Dear Ms. Thomas-Keefer and Ms. Lisa Hunter,

The LSCE team is excited to submit our qualifications to assist the Glenn Groundwater Authority and Colusa Groundwater Authority (collectively Groundwater Sustainability Agencies or GSAs) to prepare and submit a complete and competitive Sustainable Groundwater Management Act (SGMA) Implementation Round 2 grant funding application. We understand that the Colusa and Glenn Groundwater Authorities (GSAs) are collaborating on this funding opportunity to more cost-effectively develop a successful grant funding application. It is important that applicants consider that this funding opportunity is going to be very competitive and that each project or action included in the final grant application will be evaluated by DWR based on its merits. The main objective for this project is to develop a successful grant funding application that provides necessary funding for GSP implementation and SGMA compliance efforts for the GSAs during the initial five-year GSP implementation period. LSCE has implemented many successful SGMA funding efforts with subbasins of all sizes and types across California and are aware of the specific challenges of working in rural areas through our extensive client experience in Northern California and other similar areas. Our proposed project team includes staff with knowledge of SGMA funding programs, GSP development and implementation, and SGMA compliance requirements to help guide the grant funding application development process in a collaborative and transparent manner resulting in the most competitive application possible. Through this work, our team is well suited to provide high-value support to meet the needs of the GSAs by offering the following benefits:



#### **IN-DEPTH KNOWLEDGE OF DEVELOPING & IMPLEMENTING FUNDING PROGRAMS**

LSCE provides clients with funding strategies, financial planning, and grant procurement services to facilitate a long-term cost-effective approach to SGMA compliance. Jacques DeBra, our proposed project manager, has been working with funding agencies and programs for over 37 years and has established working relationships with funding agency staff. **Our project team has prepared and submitted more than ten SGMA planning grants, two DAC projects, and two SGMA implementation grant applications that have been awarded grant funds by DWR since the SGMA Program was established.** Through this recent experience, we understand SGMA funding programs, know what it takes to get grant applications awarded, and have been engaged with SGMA legislation and implementation efforts since 2014 which gives our clients the inside track for securing needed grant funds to achieve SGMA compliance. We will support the GSAs in navigating through the SGMA funding program requirements that yields a competitive grant funding application with a





high likelihood of funding success. Selecting the LSCE team will give you the confidence that your Proposition 68 implementation grant application will be as competitive as possible.

### **LOCAL TEAM WITH EXTENSIVE NORTHERN SACRAMENTO VALLEY EXPERIENCE**

LSCE knows the governance structure of the GSAs and has extensive experience in the Northern Sacramento Valley. The LSCE team will provide successful solutions as it is comprised of experienced technical staff who understand community leadership and policy. Our experience in the recent SGMA planning and implementation grant funding application awards of \$30M combined with our local and regional experience, will ensure that we deliver a successful SGMA implementation grant application project to the GSAs. LSCE developed an approach that considers the GSAs limited budget and short DWR application submittal schedule.



### **A DEDICATED, LOCAL, AND COHESIVE TEAM**

The project will be led by Jacques DeBra and Eddy Teasdale PG, CHG, and the execution of the work will primarily be in our Chico office. Jacques brings extensive experience in understanding water resources funding having worked for over 37 years in both the public and private sectors. The LSCE Team's reputation and experience will be extremely beneficial as we navigate through the funding process together. The key personnel that are assigned to this project are the same experts that developed the approach, scope, and budget for this proposal.



### **FAMILIARITY WITH THE GSA, AND NORTHERN SACRAMENTO VALLEY REGIONAL FUNDING ISSUES**

Through LSCE's current projects supporting Colusa, Tehama, Butte, and Solano Counties we have valuable insights into 1) how local Northern California stakeholders view SGMA (which is very different from other firms working in the San Joaquin area), 2) the importance of developing a funding strategy, and 3) how to collaborate with the GSAs to include local project and action priorities as part of a complete and competitive grant funding Application.

Selection of LSCE will allow an immediate start on the project with a team that excels technically and understands the unique funding requirements working in the Northern Sacramento Valley. On behalf of our team, we are excited to continue our working relationship with the GSAs and look forward to committing our team to make this project a success. This proposal is based on current projections of staff availability and costs, and therefore is valid for 90 days following the date of this letter.

Please contact, Jacques DeBra at 530.661.0610 for any questions, including clarification questions regarding this proposal. Eddy Teasdale, PG, CHG is authorized to contractually obligate the firm for the purposes of this proposal.

Sincerely,

Luhdorff & Scalmanini, Consulting Engineers  


**Jacques DeBra**

Supervising Water Resource Planner  
530.908.8470  
jdebra@lsce.com



**Eddy Teasdale, PG, CHG**

Principal Hydrogeologist  
530.207.5746  
eteasdale@lsce.com

# Qualifications and Experience

## Firm Background

Luhdorff and Scalmanini, Consulting Engineers (LSCE) was founded in 1980 to fill a recognized need for technical and management expertise in a broad range of issues associated with groundwater resource development and its efficient use.

LSCE is a full-service consulting and services company with proven expertise in groundwater. LSCE provides public and private entities with water management, hydro-geologic and civil engineering services related to the investigation, development, use, protection, and management of water resources.

LSCE's multi-disciplinary team of hydrogeologists, geologists, water resource professionals and engineers have a wide range of expertise in water management, groundwater resources and municipal water supply and production facility planning, funding, design and construction. The LSCE team works across a diverse range of clients in the ag, urban, and environmental sectors. LSCE is owned by eight LSCE professionals including Eddy Teasdale. Since Eddy is a principal partner, he has the authority to make important decisions in a timely manner.

Today more than ever, developing a successful financing strategy and obtaining funding for current and future projects is a top priority. LSCE has a successful track record of identifying and securing funding resources, providing hands-on assistance in writing grant proposals, and developing a funding strategy approach that is comprehensive, realistic, and expedient.

We have secured funding through every Water Proposition in California since 1988, AB 3030; California I-Bank, IRWM planning and implementation, SGMA planning and implementation, DWR Small Community Drought Relief Program, Clean and Drinking Water State Revolving Fund planning and construction, WIFIA, USBR Smart Program, EPA and other funding programs for a wide variety of water resource projects.



**We have extensive experience Identifying available federal, state, regional, and market-based funding programs.**



**We have already secured \$30M in grant funds for our clients through the SGMA funding program to date.**



**We have over 35 years of experience developing funding strategies for our clients that match their project needs with best available funding sources.**



**We have completed many funding strategy assessments tied to water fee projections & CIP implementation plans.**



**We have experience with environmental compliance to ensure the Capital Improvement Plan implementation is aligned with available funding sources.**



**We have a long history of leveraging existing relationships with funding agencies to achieve funding success.**



**We have strong experience in grant/ loan application preparation, approval, & funding agreement execution procurement and assistance.**



**We have a record of successfully completing funding application reporting, compliance, disbursements, and administration as requested by our clients.**

## Project Team



**Jacques DeBra**

### PROJECT MANAGER

Jacques brings 37 years of experience: 29 years in managing public water utilities and regional water management organizations, and 8 years as a consultant/AWWA water instructor. He was a leader in regional water management governance responsible for the planning and implementation of watershed, groundwater and surface water monitoring programs; conjunctive use projects; preparation of groundwater management and integrated water resource planning reports; and delivery of funding strategies to maximize grant funding for local and regional activities. He has secured over \$150M in funding with awards from every State proposition since 1988, AB 303, SGMA and IRWM funding programs, USBR Water Smart, WIFIA, EPA, USDA rural community, and DWR Small Community and Drought Relief Program. He is experienced in securing planning and implementation funding from a wide variety of funding programs in collaboration with a wide variety of local and regional governance organizations. He has experience with planning and implementation of water management actions in urban and rural settings and has worked on a variety of conjunctive use, recharge and water system consolidation projects. His regional water management governance experience gives him with insights and abilities to facilitate transparent and effective results for clients on complex water issues and projects.

*“Luhdorff & Scalmanini (LSCE) had secured \$1.55M in grants, we just got word that we have been awarded funding for another \$1M project (these are DWR small community water system grants), with an \$11.7M SRF project in the queue! Very happy working with LSCE.”*

**Kamie N. Loeser, Director  
Butte Department of Water and Resource Conservation**



**Eddy Teasdale, PG, CHG**

### TECHNICAL ADVISOR

Eddy has more than 20 years of water resources experience including preparing funding applications and conducting financial analysis related to water resource planning and management programs. Eddy was responsible for the development of four groundwater sustainability plans and associated annual reports in Tehama County and Butte County supported the development of their 2021-2022 annual reports. Through these northern Californian focused projects, he has developed key relationships with DWR's North District staff in Red Bluff, CA and local stakeholders which can be leveraged as the GSA works through the financial analysis needed to support this project. Through his previous GSP experience where he represented GSAs (i.e., Westlands Water District, Lake County, Tehama County) and stakeholders (i.e., Turner Island Water District, agricultural interests in Kern, McMullin GSA ag users) he understands that GSP implementation costs should not be developed or implemented as top-down regulatory requirements. They must be developed in coordination with local stakeholders in accordance with existing property rights, acknowledge the concerns of all individual landowners, consider and validate opinions, and that competing interests.

*“I just wanted to write you a quick note to let you know that we are extremely pleased with Eddy and his team's performance on the GSP development so far. Eddy is very responsive and personable; he is doing a great job handling the complexities of the Districts GSA structure. The progress made is exciting, and I'm confident that Eddy and his team will continue to impress us throughout the GSP development process.”*

**Ryan Teubert, CFM  
Former Tehama County Flood  
Control & Water Resources Manager  
Tehama County Public Works, Tehama County, CA**

## LSCE Experience Summary

With more than 1,500 projects completed throughout California, LSCE takes great pride in the continuing relationships we have developed with our clients. **We are dedicated to responsive client service.** Our team combines decades of water resource management and funding expertise with a proven record of accomplishments. We have provided a summary of relevant projects in the table below which were completed on schedule and within budget demonstrating our technical expertise, sound decision making, and ability to communicate effectively and foster a collaborative environment to resolve challenges. This table outlines some of our key projects and how they relate to the GSAs funding strategy needs.



GSP Development	GSP Implementation	Grant Funding Procurement Services	Grant Funding Administration	GSA Coordination	SGMA Compliance	Stakeholder Outreach
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### Clients/Projects

Castaic Lake Water Agency, Santa Clarita Valley GSA Groundwater Grant Program Category 2	✓		✓	✓	✓	✓	✓
Bedford-Coldwater Subbasin Groundwater Sustainability Agency Groundwater Sustainability Plan	✓		✓	✓	✓	✓	✓
City of Paso Robles GSP Development	✓		✓	✓	✓	✓	✓
East Bay Municipal Utility District GSP Development	✓	✓	✓	✓	✓	✓	✓
Elsinore Valley Municipal WWD GSA GSP Grant Proposal	✓		✓	✓	✓	✓	✓
Linda County Water District Funding Application Groundwater Sustainability Planning	✓		✓	✓	✓	✓	✓
North Fork Kings GSA Kings Basin GSP Development	✓	✓	✓	✓	✓	✓	✓
Salinas Valley Basin GSA GSP Development	✓		✓	✓	✓	✓	✓
San Bernardino Valley Municipal WD GSP Development	✓		✓	✓	✓	✓	✓
City of Brentwood East Contra Cost GSP Development	✓	✓	✓	✓	✓	✓	✓
Solano County GSP Development	✓	✓	✓	✓	✓	✓	✓
Napa County GSP Development	✓	✓	✓	✓	✓	✓	✓
Lake County GSP Development	✓	✓	✓	✓	✓	✓	✓





GSP Development	GSP Implementation	Grant Funding Procurement Services	Grant Funding Administration	GSA Coordination	SGMA Compliance	Stakeholder Outreach
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## Clients/Projects

Tehama County GSP Development (four total GSPs)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Westlands Water District GSP Development	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Madera County GSP Development	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Chowchilla County GSP Development	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
East Bay Plain Subbasin GSP Development	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
East Contra Costa GSP Development	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Butte County (Vina, Wyandotte, Butte Subbasin) GSP Development	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		
Delta Mendota (Farmers Water District)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
City of Patterson Water Meter Project			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
Palermo Clean Water Consolidation Project			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
Berry Creek School Water Improvement Project			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Feather Ridge Estates Water Improvement Project			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Blue Oaks Terrace Water Improvement Project			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>

**LSCE has been involved in providing SGMA-related funding services to our clients with \$15M in SGMA planning grants and \$15M in SGMA implementation for a total of \$30M in grants awarded to date.**



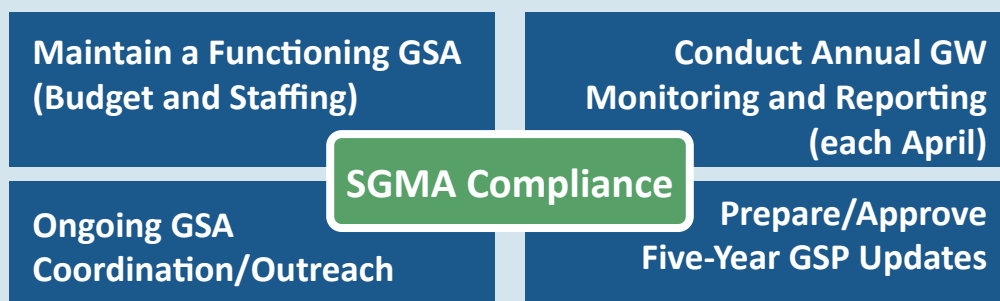
# Understanding and Approach to the Project

## Project Understanding

The Colusa and Glenn Groundwater GSAs have the responsibility of preparing complete and competitive grant funding applications through the upcoming SGMA Implementation Round 2 Proposition 68 funding cycle process with very little time to conduct the work necessary for a successful grant funding Application.

Pursuit of outside funding sources such as the SGMA Implementation Round 2 funding opportunity can be a “check the box” exercise that is a hope for best proposition, likely providing little value from a GSP implementation perspective. Alternatively, grant funding can serve as a foundation long-term funding source that allows GSAs to maintain local control while completing implementation of projects/programs that improve water supply reliability in the face of an uncertain future. It is this version of the grant funding opportunity that the LSCE team will prepare for you.

### SUMMARY OF STATE SGMA REQUIREMENTS



## Project Approach

Our approach is designed around the objective of preparing a complete and competitive SGMA Implementation Round 2 Grant Funding Application in an efficient collaborative manner that meets DWR’s typical 60-day funding solicitation submittal window for given funding cycle. Getting a fast start will be a key to success for both the Colusa and Glenn Groundwater Authorities to complete their project prioritization processes in a timely manner so that the best possible Application can be prepared by LSCE that meets local and regional groundwater management goals and objectives. The Project kick-off meeting will be scheduled as soon as possible after receiving the Notice To Proceed to coordinate the project prioritization process that both GSAs would follow in parallel so that there is ample time to complete a competitive Application with review by the Board and stakeholders.

The LSCE team will utilize its SGMA funding program experience to date involving procurement of 15 planning grants and 2 implementation grants to ensure that the Application meets all DWR guidelines and requirements and capitalizes on the opportunity to provide needed local and regional grant funds to the GSAs who are responsible for SGMA compliance and GSP implementation. Our State grant funding experience over many Propositions, established working relationships with DWR funding program staff, and proven track record for procuring grants for our clients will be keys to achieving funding success.

Our team will build upon the GSP development collaborative experience of the GSAs and focus on cost-effective GSP implementation over the initial five-year period (2022-27). We will assist the GSAs to prioritize components of the Application that meet local and regional groundwater management objectives. Since only one Application can be submitted for each Subbasin for this funding cycle coordination between the GSAs is critically important to identify the best suite of projects and actions to include in the single Application that has the highest chance of funding award.

## Fast Start Process

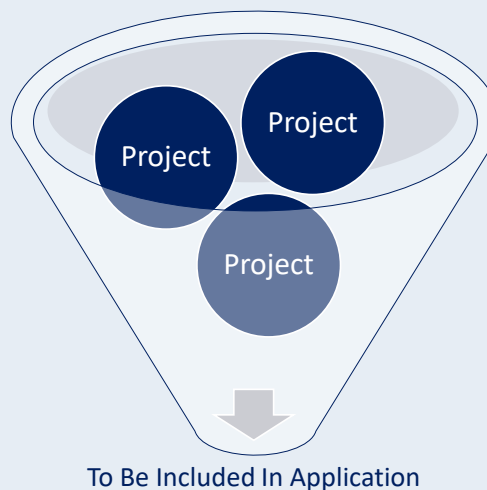
LSCE will get a fast start and utilize our local understanding to save time. Funding applications are due to DWR by December 16, 2022 (based on current DWR schedule direction). There is only about six to eight weeks to prepare and submit a complete Proposition 68 Sustainable Groundwater Planning (SGWP) implementation grant application. LSCE has a fast start plan and schedule to prepare and deliver the grant funding Application workplan with the skills of our experienced team to allow a reasonable pace while keeping stakeholders informed. In addition to our IRWM Plan and SGMA policy experience, our team understands the regional and local interests through our work in Northern California. We also interact regularly with state agencies addressing Sacramento Valley issues and challenges. We will leverage our SGMA policy, GSP development and implementation, and funding expertise to quickly vet the Application development approach with the Colusa and Glenn Groundwater Authorities to arrive at the major items of effort in the workplan in a timely manner.

## Involved With DWR SGMA Policy Process

On the Ground with SGMA/GSP Guidelines and Funding. The LSCE team has served on advisory committees with DWR as they have planned and implemented SGMA policy since 2014. LSCE is an established leader in statewide groundwater policy and regularly communicates with DWR about policy implications and approaches that take local challenges into account. LSCE serves on ACWA Groundwater and SGMA Best Management Practices subcommittees and is a leader in the Groundwater Resources Association that helped shape the California Statewide Groundwater Elevation Monitoring (CASGEM) program which was foundational to SGMA. LSCE's SGMA knowledge and understanding combined with our extensive experience securing more than \$450M in funding, results in our clients achieving State policy AND local objectives as cost-effectively as possible.

### Tailored Scope of Work to Optimize Project Prioritization Process

#### Step 1 Prioritize Projects



#### Step 2 Prepare/Submit Application



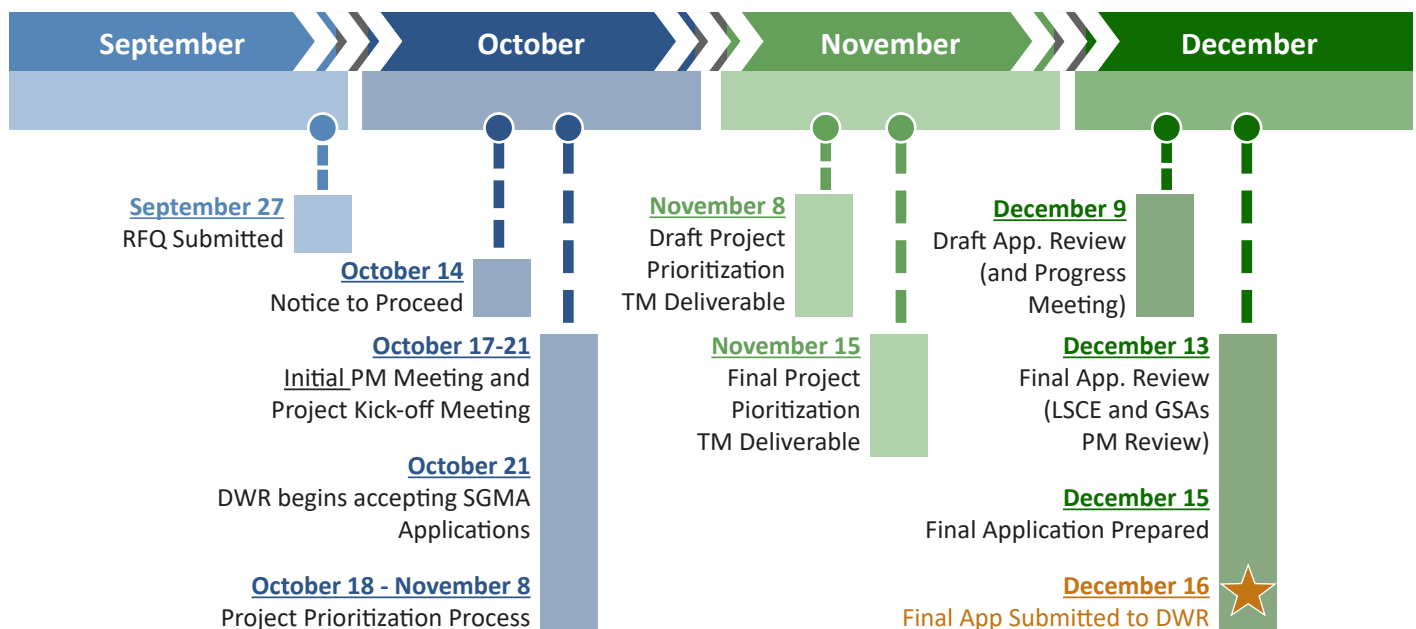
# Project Schedule

## Ability to Begin/Complete Project within the Projected Time Frame

Fast start and local understanding to save time. Funding applications are projected to be due to DWR by December 30, 2022. There is only about six to eight weeks to prepare and submit a complete Proposition 68 Sustainable Groundwater Planning (SGWP) implementation grant application. LSCE has a fast start plan and schedule to prepare and deliver the SGMA implementation funding application workplan with the skills of our experienced team to allow a reasonable pace while keeping stakeholders informed. In addition to our IRWM Plan and SGMA policy experience, our team understands the regional and local interests through our work throughout California. We also interact regularly with state agencies addressing GSP issues and challenges. We will leverage our GSP and funding expertise to quickly vet the grant funding application development approach with the GSAs to arrive at the decisions on major items of effort in the workplan in a timely manner.

It is anticipated that grant application preparation efforts will begin in the first half of October 2022 and likely end via project application submittal expected by or before December 16, 2022. This includes initial GSAs kick-off meeting and progress meetings during the Project Prioritization and Application Preparation milestones. LSCE's actual projected time-frame will be based on DWR's final PSP release expected in October 2022. Either way, LSCE recommends that the GSAs take advantage of the available time in October to conduct a thorough project prioritization process before the Application is prepared to ensure a complete and competitive final Application for submittal to DWR in accordance with the submittal deadline (to be established by DWR in October). LSCE has already prepared more than ten SGMA related funding applications within the DWR submittal time-frame for each funding cycle. The LSCE team will implement the project using a fast start approach time is allowed for adequate outreach, including engagement with existing CGA and stakeholder processes, to communicate the need for the proposed fees to implement the GSP and maintain compliance with SGMA in a cost-effective manner to maintain local control over its groundwater resources.

The recommended schedule is based on an assumed executed contract date in October 2022, notice to proceed received by October 14, 2022, and timely completion of the project deliverables to enable the GSAs to prepare a complete and competitive grant application by the designated DWR submittal deadline. The schedule will be updated during implementation as necessary to complete the specified deliverables within the budget and schedule. LSCE will complete the work based on the following schedule highlighting key milestones.





# Scope of Work

## Scope of Work

The scope of work outlined herein represents what is required to prepare and submit a complete SGMA Implementation grant funding Application to DWR that is competitive with a high probability of success. The basis for the Application will be the priority projects and management actions included in the adopted 2022 GSP with input from the GSAs to include the highest priority projects that meet Application requirements and guidelines while meeting local and regional goals and objectives.

The LSCE approach to preparing an application to the 2022 SGMA Implementation Grant Program is based on our experience with highly successful grant applications and includes developing the workplan, budget and schedule simultaneously as this is important to maximizing an application score. Upon some initial data review and preparation, our approach includes preparation of the draft workplan, budget and schedule for review by the GSAs project manager(s). The GSAs project manager(s) will review and provide comments on the draft work plan documents and be responsible for including any additional input from those most familiar with the Sub-basin groundwater resources. LSCE can provide the GSAs project manager(s) with support or information to help facilitate review of the draft documents by the GSAs within the tight project schedule. This approach is detailed in the scope of work below.

The tasks outlined below are based on the California Department of Water Resources (DWR) upcoming October 2022 Final Proposal Solicitation package (PSP) for Groundwater Sustainability Plans and Projects.

The SGMA Implementation grant application submittal period is expected to be from October 15, 2022 to December 16, 2022. All SGMA Implementation Round 2 program funds (approximately \$230M) are expected to be fully encumbered during this initial funding cycle solicitation process.

## Task 1 – Prepare Project Prioritization Technical Memorandum

This goal of this task is to prioritize the GSAs water resource grant funding projects and actions contained in the 2022 GSP as well as other GSA opportunities that are consistent with GSP goals and objectives and DWR funding program guidelines and requirements that could be considered for inclusion in the GSAs final SGMA Implementation Application. Potential projects and actions will be categorized with respect to DWR project categories and priorities. Lead applicants will be expected to provide LSCE with key project information including project descriptions, maps, key reports, project benefits, and consistency with GSP goals and objectives. LSCE will compile priority project information into provided DWR Tables for easy review and comparison by the GSAs. Fatal flaws will be discussed such as any legal, institutional, and/or environmental hurdles that could hamper the ability of the project proponent to deliver the project as proposed if funded by DWR. These projects may not be as highly ranked in the prioritization process depending on relevant factors. Funding match will also be discussed under the topic of funding need for each project proponent. LSCE will follow the 3-step TM development process characterized in Table 1 on the following page however we can amend the approach based on review at the project kick-off meeting. The goal is to prioritize projects in a fair and transparent manner that will ultimately be included in the final funding application that results in the most competitive application package for the benefit of the Subbasin.

### Task 1 Deliverables

- Develop Project Descriptions and Scope/Schedule/Budget templates for best fit project(s)
- Review recommended grant funding application project criteria and requirements
- Prepare Draft Technical Memorandum – For GSAs Review
- Prepare Final Technical Memorandum – based on GSAs review comments

Table 1. Recommended Project Prioritization Process	
Grant Program Application Development	Details
Review Project Priorities and Funding Needs (for the GSAs)	<ul style="list-style-type: none"> <li>• Develop potential project funding list (in GSP and from GSAs)</li> <li>• Identify funding need and lead applicant(s)</li> <li>• Match potential projects with DWR Application criteria</li> </ul>
SGMA Implementation Round 2 Funding Cycle	<ul style="list-style-type: none"> <li>• For Medium and High Priority Basins</li> <li>• Subbasin funding minimum = \$1M; funding max. = \$20M</li> <li>• Competitive through GSAs GSA process</li> <li>• Scope Application funding request range/trade-offs</li> </ul>
Prioritize Projects and Actions To Include In Subbasin Application	<ul style="list-style-type: none"> <li>• Develop ranking system/ process for ranking potential projects</li> <li>• Rank projects for the Application</li> <li>• Select prioritized projects to include in the Final Application</li> </ul>



## Task 2 – Prepare and Submit SGMA Implementation Grant Funding Application

### DATA NEEDED

In order for LSCE to prepare a competitive grant application in accordance with the very tight schedule, we would need the following general information to be provided by the GSAs in a timely manner within ten days after the project kick-off meeting:

- Provide available project background and descriptions on the needs for sustainable groundwater management in the Sub-basin including financial need summaries;
- Provide available draft work plan documents and budget for each specific action in the draft work plan, to be discussed and finalized with LSCE;
- Confirmation of the sources of local and/or regional funding (CIP or agency funds, other grants, eligible in-kind contributions, other?);
- GIS files/data for the Sub-basin boundaries and service areas of the GSAs and project areas;
- Adopted Board Resolution that authorizes submittal of the 2022 SGMA Implementation grant application (LSCE will provide a draft, but staff will need to get the resolution on the Board calendar);
- Water Meter Self-Certification Forms (only needed for GSAs participants that are water retailers); and
- Signed copy of the resolution forming the GSAs Sub-basin boundaries.

In addition to the above, the LSCE project manager will work with the GSAs project manager(s) to ensure a complete application. LSCE will establish an account within DWR's Grants Review and Tracking System (GRanTS) to facilitate timely online submittal of the completed funding application.

For this task LSCE will coordinate with the GSAs/ project manager(s) in preparing the following SGMA Implementation application elements outlined in the Task 2-1 table on the following page.

## Task 2-1. Prepare SGMA Implementation Grant Funding Application

Grant Program Description	Details
<b>DWR - SGMA Round 2 Implementation Application and Tabs Form</b>	LSCE will complete the on-line information tabs on DWR's Grant Review and Tracking System (GGrANTS). The GGrANTS questionnaire requires information regarding the Applicant (ECC GSAs), the Proposal name, objective, and budget, all project names included in the Proposal, start/end dates for each project and response to eight narrative questions regarding the project, proposal, and overall eligibility. In addition, information specific to each project such as budget, geographic and legislative information is required. A draft of the questionnaire will be provided to the GSAs/ project manager for review, and comments will be incorporated into the final application.
<b>Attachment 1 Authorizing Documentation</b>	LSCE will assist in preparation and/or assembly of the authorization documentation for this attachment. The GSAs/ project manager will need to provide an adopted resolution designating an authorized representative to submit the application and execute an agreement with the State for the Proposal. LSCE will prepare a draft resolution for use by the GSAs/project manager(s). Once the Resolution is adopted, LSCE will upload it through the online GGrANTS system submittal process.
<b>Attachment 2 Eligibility/ Self-Certification</b>	<p>LSCE will prepare a draft of Attachment 2 denoting eligibility of the GSAs as the applicant as well as the eligibility of other GSAs participants to receive and or/ benefit from grant funding, specifically related to the fol-lowing:</p> <ul style="list-style-type: none"> <li>• California Statewide Groundwater Elevation Monitoring (CASGEM) compliance;</li> <li>• Urban Water Management Act compliance (as applicable);</li> <li>• Agricultural Water Management Plan compliance (as applicable); and</li> <li>• Meeting surface water diverter compliance (as applicable)</li> <li>• SGMA compliance documentation</li> <li>• Other requirements as specified</li> </ul> <p>As part of preparing Attachment 2, LSCE will provide self-certification forms for Water Meter Compliance (CWC §525 et seq.) which must be completed by any water supplier that may benefit if the grant application is funded. An electronic draft of Attachment 2 will be provided to the GSAs/project manager(s) for review, and comments will be incorporated into the final application.</p>
<b>Attachment 3 Work Plan</b>	<p>LSCE will prepare a work plan for inclusion in the SGMA Implementation. For this purpose, LSCE will conduct data review and review the draft work plan with the GSAs/ project manager via conference call. The GSAs/project manager(s) will coordinate any comments or feedback to be incorporated into the final work plan from GSAs members and/or stake-holders.</p> <p>LSCE will review available technical information and evaluate the information gaps that will need to be filled for the preparation of the Application work plan. Once the technical information is reviewed, LSCE will hold a teleconference with the GSAs/project manager(s) to: (1) confirm data gaps, (2) identify the major issues and concerns of the GSAs, and (3) confirm the likely coordination (meetings/white papers) that will be used to finalize Application work plans within sustainability objectives.</p> <p>A draft of Attachment 3 will be circulated to the GSAs/ project manager for review and comments will be incorporated before preparing the final draft. It is assumed that a single set of comments will be provided electronically by the GSAs/ project manager for incorporation into the final Work Plan Budget.</p>



Grant Program Description	Details
<b>Attachment 4</b> Maps, supporting letters, figures, tables or backup budget information	Optional – to be added if necessary for a competitive Application.
<b>Attachment 5</b> Budget Tables (Table 5A/B)	<p>Based on activities outlined in Attachment 3 – Work Plan, LSCE will provide a budget outline including information to be filled in by the GSAs/project manager(s). LSCE will assist in completing the application budget with the estimated project and proposal budgets for implementing the projects in the Application, accounting for the match information as provided by the GSAs members. The budget will also include documentation provided by the GSAs to LSCE specifying all eligible GSAs related in-kind contributions including project, program, meeting, and staffing costs to date.</p> <p>LSCE will review the draft budget information along with the budget information provided by the GSAs/project manager(s) for consistency with Attachment 3 - Work Plan, and Attachment 6 - Schedule. Using information provided, LSCE will prepare the budget section to comply with the format found in the PSP Table 5 – Project Budget as well as a proposal budget consistent with the PSP Table 5. A draft of Attachment 5 will be provided to the GSAs/project manager(s) electronically for review, and comments will be incorporated before preparing the final draft. It is assumed that a single set of comments will be provided electronically by the GSAs/project manager(s) for incorporation into the final Budget.</p>
<b>Attachment 6</b> Schedule Tables (Table 6A/B)	<p>Based on activities outlined in Attachment 3 – Work Plan, LSCE will prepare Proposal schedule using Microsoft Project or Microsoft Timeline or alternate. The schedule will show the sequence and timing of implementation of each project and the overall Proposal. The schedule will be consistent with the Work Plan. A narrative will accompany the schedule describing why the schedule is realistic, reasonable, and accomplish-able. A draft of Attachment 6 will be provided to the GSAs/project manager(s) electronically for re-view, and comments will be incorporated before preparing the final draft. It is assumed that a single set of comments will be provided electronically by the GSAs/project manager(s) for incorporation into the final Schedule.</p>

GSA's acceptance of the final files, the completed grant application will be uploaded to the DWR grant website. An electronic copy of the final application, including confirmation of upload, will be provided to the GSAs/project manager(s).

## Task 2 Deliverables

- Prepare Draft SGMA Round 2 Implementation Funding Application – For GSAs/project manager(s) review and comment (note: short turn around period expected depending on final DWR application schedule and process)
- Prepare Final SGMA Round 2 Implementation Funding Application – Based on GSAs review comments received on Draft Application package
- Submit Final SGMA Round 2 Implementation Funding Application To DWR – via GRanTS online submittal process with submittal receipt provided to the GSAs/project manager(s)
- Coordinate with funding agencies as needed to facilitate Application approval

# Estimated Budget

The proposed budget is for providing the GSAs with SGMA Implementation Round 2 grant funding application preparation services assuming that DWR releases the final grant application PSP by October 21, 2022 for a not-to-exceed amount of \$44,500 on a time and materials basis per LSCE 2022 Schedule of Fees. The estimated Project budget includes a draft and final Project Prioritization Technical Memorandum and complete draft and final SGMA Implementation Grant Application.

The LSCE Team will prepare all deliverables for review and comment by the GSAs, provide meeting support, and coordinate with the Project team for decision-making and Project updates or changes. The LSCE Team can provide additional services on an as-needed basis, as agreed to in writing, as deemed necessary for the GSAs to prepare a competitive grant application that can be submitted to DWR by or before the DWR submittal deadline (which is typically about 60-days from the issuance of the final grant application PSP).

Proceeding with the Scope of Services in the following section will enable the GSAs to fund a portion of their GSP implementation revenue needs during the initial five-year period (2023-2028) in accordance with the objectives of complying with SGMA while maintaining local control of its groundwater resources. The LSCE team will support the project in a collaborative and transparent manner using its decades of stakeholder involvement and outreach experience to complete a competitive application in an efficient manner to meet DWR's typical 60-day application submittal window. The LSCE Team is available to begin this work immediately to prepare the GSAs 2022 SGMA Implementation Application in a timely and cost-effective manner.

LSCE Fee Estimate						
For Preparation of Colusa Subbasin Proposition 68 Round 2 Sustainable Groundwater Implementation Grant Application						
Task Description	Billing Rate (\$/hr)	Hours				Task
		Senior Prin. Hydrogeologist	Supervising Water Resource Planner	Project Hydrogeologist	Clerical	
		\$225	\$215	\$165	\$90	
<b>Task 1 – Preparation of Project Prioritization Technical Memorandum (TM)</b>						
<b>Task 1.1</b>	Review potential CGA/GGA projects to include in Application	2	8	14		\$4,480
<b>Task 1.2</b>	Draft Project Prioritization TM - evaluate/rank potential projects to include in Application	6	12	18	4	\$7,260
<b>Task 1.3</b>	Final Project Prioritization TM - memorialize projects selected for inclusion in Application	8	6	10	2	\$4,920
<b>Task Total</b>						<b>\$16,660</b>
<b>Task 2 – Prepare Draft/Final DWR SGMA Implem. Round 2 grant funding Application</b>						
<b>Task 2.1</b>	Lead applicant coordination to consolidate required priority project documents	6	8	14		\$5,380
<b>Task 2.2</b>	Prepare Draft Application	4	24	48	4	\$14,340
<b>Task 2.3</b>	Prepare Final Application	2	6	10	4	\$3,750
<b>Task 2.4</b>	Submit Final Application to DWR through GRanTS process			4	2	\$840
<b>Task Total</b>						<b>\$24,310</b>
<b>Task 3 – Project Management</b>						
<b>Task 3.1</b>	Project management and status updates	4	4			\$1,760
<b>Task Total</b>						<b>\$1,760</b>
<b>Totals</b>		<b>32</b>	<b>68</b>	<b>118</b>	<b>16</b>	<b>\$42,730</b>

This Cost estimate is based on LSCE's 2022 schedule of fees which will be provided upon request.



**EXHIBIT B**  
Compensation/Budget

[See Attachment A]

**EXHIBIT C**  
Extra Services

[N/A]

**EXHIBIT D**

Technical Specifications

[N/A]

**5. MEMBER REPORTS AND COMMENTS**

Members of the GGA Board are encouraged to share information, reports, comments, and suggest future agenda items. Action cannot be taken on items brought up under this item.

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**6. NEXT MEETING**

The next regular meeting is scheduled for November 14, 2022 at 1:30 p.m.

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**7. ADJOURN**

The meeting will be adjourned.

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\*Indicates Action Item