

**AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. 18-104**

This Amendment to BOS Agreement No. 18-104 is entered into this _____ day of _____, 2020, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Larry Walker Associates, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 18-104 was entered into on July 10, 2018; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and Larry Walker Associates, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the termination date set out in the original BOS Agreement No. 18-104, from December 30, 2021 to June 30, 2022; and

WHEREAS, on May 7, 2018, the Department of Water Resources notified the Mendocino County Water Agency (Agency) that its application was approved for the development for the Ukiah Valley Basin Groundwater Sustainability Plan in the amount of \$764,255.00; and

WHEREAS, Larry Walker Associates provides the County with professional services specific for the grant funded project to develop an Ukiah Valley Basin Groundwater Sustainability Plan; and

WHEREAS, on March 13, 2020, the Department of Water Resources notified the Agency that its application was approved for additional Proposition 68 funding for the Ukiah Valley Basin Groundwater Sustainability Plan Development in the amount of \$1,233,800; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the contract amount set out in the BOS Agreement No. 18-104, from not to exceed Seven Hundred Thirty Six Thousand Four Hundred Twenty Dollars (\$736,420) to not to exceed One Million Seven Hundred Seventy Three Thousand Five Hundred Sixty Dollars (\$1,773,560); and

WHEREAS, increasing the contract amount to expand the scope of services enables the Agency to complete the grant funded project to develop the Ukiah Valley Basin Groundwater Sustainability Plan.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the original BOS Agreement No. 18-104 will be extended from December 31, 2021 to June 30, 2022.
2. The contract amount set out in the original BOS Agreement No. 18-104 will be increased from Not to exceed Seven Hundred Thirty Six Thousand Four Hundred Twenty Dollars (\$736,420) to not to exceed One Million Seven Hundred Seventy Three Thousand Five Hundred Sixty Dollars (\$1,773,560).
3. Exhibit A, Definition of Services, is amended to include the services listed in the Exhibit A – Amendment No. 1 Addendum attached to this Amendment.
- 4.. Exhibit B, Payment Terms, attached to the agreement is amended to include the payment terms listed in the Exhibit B – Amendment No. 1 Addendum attached to this Amendment.

All other terms and conditions of BOS Agreement No. 18-104 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

Jonelle Rau 6/2/2020
DEPARTMENT HEAD DATE

Budgeted: Yes No

Budget Unit: 0326

Line Item: 862189

Grant: Yes No

Grant No.: 4600012713

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

Carmel J. Angelo
By: _____
Risk Management

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: Jonelle Rau _____
Deputy CEO

CONTRACTOR/COMPANY NAME:

Brian M. Laurenson June 2, 2020
By: Larry Walker Associates

NAME AND ADDRESS OF CONTRACTOR:

ATTN: Brian Laurenson
1480 Drew Ave., Suite 100
Davis, CA 95618

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
Acting County Counsel

By: Matthew Kiedrowski
Deputy

Signatory Authority: \$0-25,000 Department; \$25,001-50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

Exception to Bid Process Required/Completed _____

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: _____

EXHIBIT A – Amendment No. 1 Addendum DEFINITION OF SERVICES

Task 1 – Program Management, Grant Administration, and Client Coordination

The LWA team PM will provide overall project management, including:

- DWR grant management and coordination
- Oversight for all task assignments
- Client coordination
- Subcontractor coordination
- Budget and scope updates
- Draft grant completion report
- Draft environmental information form

Deliverables:

- Monthly invoices and progress reports
- DWR quarterly reports
- Grant completion report
- Environmental information form

Task 2 – Stakeholder Outreach and Engagement

The LWA Team will expand outreach and engagement efforts for the public, the Technical Advisory Committee, the GSA Board, and targeted stakeholder groups, including Tribes and DACs. LWA Team will also expand the use of individual interviews and formation of small working groups for Sustainable Management Criteria decision-making, as well as tribal, agricultural, and other stakeholders to supplement regular meetings and promote effective engagement in the GSP process. This task will augment the engagement efforts conducted under the SGM Grant Program-Round 2 and includes the costs associated with holding meetings and workshops, preparation, and production of materials in English and Spanish, and other logistical costs.

Deliverables:

- Meeting agendas and notes
- Public affairs materials

Task 3 – Model Development

The LWA Team will develop an integrated model to simulate groundwater and surface water processes within the basin as outlined below. The spatial extent of the integrated model will be expanded outside of the groundwater basin boundary to account for watershed processes that contribute to the water system.

- GSFLOW model will be developed to simulate groundwater and surface water processes to account for important stream-aquifer interconnections;

- Integrated Water Flow Model Demand Calculator (IDC) will be developed initially to estimate agricultural water demand and will be incorporated later into the GSFLOW as boundary conditions and to calibrate the GSFLOW Ag Package;
- Reservoir operation modules will be developed, to the needed extent, to be integrated with the GSFLOW model to simulate releases from the Coyote Dam and Potter Valley Project (PVP); and,
- Coordination with the USGS to harmonize the UVBGS A GSFLOW model with the larger-scale GSFLOW model being developed by the USGS for the entire Russian River Watershed.

Task 4 – Prepare Draft GSP and Administer Review and Commenting Process

The LWA Team will develop draft GSP chapters to summarize the work that is conducted through other tasks for review and commenting process. This process provides several opportunities for the stakeholders to review and comment on the work products throughout the GSP development. This task also includes finalizing and releasing the draft GSP for public review, facilitating meetings for stakeholder and public review of draft chapters, and preparation of the final GSP for submittal to DWR.

Deliverables:

- Draft GSP Chapters
- Responses to comments, presentations, and facilitation materials for stakeholder and public review of the GSP
- Administrative draft GSP
- Final GSP for submittal

Task 5 – Economic Analysis

The LWA Team will conduct an economic analysis to assess the impacts of potential future scenarios developed through the stakeholder outreach process on the different beneficial users and uses in the basin. This analysis will result in the evaluation of cost-effectiveness and community impacts of the full range of future management actions and projects for the groundwater basin.

Deliverables:

- Preparation of the corresponding Section of the GSP.

Task 6 – Monitoring and Assessment

The LWA team will support development of a monitoring network and fill important data gaps to supplement the current HCM and numerical model. Additional monitoring locations have been identified at select locations on the Russian River and certain tributaries to document baseline groundwater and surface water conditions, monitor the attainment of sustainability criteria, and assess basin sustainability over the next 20 years. Additional targeted isotopic and geophysical studies are also identified to better understand groundwater/surface-water interactions and groundwater recharge opportunities.

EXHIBIT B – Amendment No. 1 Addendum

PAYMENT TERMS

Proposition 68 Tasks

Task	Cost
Task 1 – Program Management, Grant Administration and Client Coordination	\$10,000
Task 2 – Stakeholder Outreach and Engagement	\$227,140
Task 3 – Model Development	\$250,000
Task 4 – Prepare Draft GSP and Administer Review and Commenting Process	\$100,000
Task 5 – Economic Analysis	\$80,000
Task 6 – Monitoring and Assessment	\$370,000
Total	\$1,037,140

Travel expenses must receive prior authorization from the County and are reimbursed at the State travel rate pursuant to the County's Grant Agreement with the Department of Water Resources.

Contractor will submit invoices no more than once every thirty (30) days, detailing the specific services provided and clearly explaining any incidental charges. Invoices will be reviewed by the department within seven (7) days.

[END OF PAYMENT TERMS]