



Sacramento Central Groundwater Authority

John Woodling
Executive Director

September 4, 2024

Interested Parties:

Subject: Responses to Questions - RFQ/RFP for Finance and Accounting Services

California-American
Water Company

City of Elk Grove

City of Folsom

City of Rancho Cordova

City of Sacramento

County of Sacramento

Florin Resource Conservation
District/Elk Grove Water
District

Golden State Water Company

Sacramento Area Sewer District

Agricultural Representative

Agricultural-Residential
Representative

Commercial/Industrial
Representative

Conservation Landowners

Public Agencies/Self Supplied
Representative

Sacramento Central Groundwater Authority

Request for Qualifications (RFQ)/Request for Proposal (RFP)

For Finance and Accounting Services

9-4-2024

Responses to questions received by September 3rd deadline are attached.

A sample past grant agreement is attached in response to a question.

Sacramento Central Groundwater Authority

Request for Qualifications (RFQ)/Request for Proposal (RFP) for Finance and Accounting Services

9-4-2024

Questions Received

How long has the agency been around, how many years of accounting records are there?

SCGA was created in 2006.

Will anything change in accounting going forward that would affect the accounting structure?

There are no changes to the organizational structure or activities on the horizon. There may be state or federal grants that will need to be managed in the future.

How many funds does the County use to manage the SCGA?

The County uses one fund to manage the SCGA.

How many invoices in a month/year?

There are currently three consulting firms and a law firm under contract that bill monthly. Six public water suppliers are invoiced annually for their contributions to SCGA. Four partner GSAs are invoiced annually for their share of basin-wide activities.

Account Payables – Estimated 5 per month/ 65 per year (GEI, PWK, W&C, LWA, Sacramento County, and misc. vendors for misc. services and supplies)

Account Receivables – 10 per year (6 Annual Member Contributions & 4 Annual GSA Partner Contributions)

*If there is an open grant, reimbursements would be submitted based on terms of the grant (typically one per quarter per grant)

Has the GSP been approved?

The GSP for the South American Subbasin was approved by DWR on July 27, 2023.

Is attendance at meetings and other work expected to be in person or remote?

We expect that much of the work can be done remotely. The Board of Directors meets bimonthly, however the presentation of the audit (generally in December) and the presentation of the proposed budget (April and June) are the most critical from the finance standpoint and may require in person attendance.

Do you anticipate continuing to use the County for banking services.

SCGA anticipates having its own bank account(s) after the transition.

Would you want to set up an investment strategy and cashflow forecasting?

Yes.

Is the initial contract through June 30 of 2025 or 18 months?

Our intent is to have the contract be continuous with an amendment each fiscal year to extend the time and add capacity. The initial term is expected to be for 18 months, with the scope of work and budget for the 2025-26 fiscal year to be developed during the initial six months.

How should we navigate the difference between the proposed task order approval for each fiscal year and the requirement for rates that apply for the first 18 months of the contract?

We are requesting that hourly rates be defined for the first 18 months. The scope of work and budget for the transition period and the 2025-26 fiscal year work will be developed in coordination with the selected firm.

The scope is broad and not clearly defined because of unknowns. What will happen if more money is needed as the work develops?

We will set the not to exceed amount of the initial contract based on an estimate of the work for the first 18 months. If additional funds are needed, Board actions would potentially be required to increase the annual budget and amend the contract.

Where will the accounting records of the Authority be housed? Is that an expectation of the contract will include managing a server or other site to house the information?

We currently anticipate that the selected firm will be required to assist SCGA in setting up server/network resources that would then be under the control of and paid for directly by SCGA. This may change depending on the advice of the selected firm.

How many people are required to support the separation of accounting duties?

We would expect the proposal to identify the necessary roles and responsibilities that would be needed from the firm and/or SCGA.

Section 23 of the contract refers to required reports without additional compensation, is there an expectation to do work without charging?

The scope of work developed would identify expected reporting, and SCGA has no expectation that the contractor would do work without compensation. This contract condition is open to negotiation.

Is the County identified in the law as the Treasurer. If so, how will that be addressed?

The county is identified in the joint powers agreement as the treasurer, and amending the Agreement is underway to change this requirement. In addition, Government Code Section 6505.5 specifies requirements for identifying a treasurer for a joint powers agency.

Is the FY 2022-23 audit available?

The link to the FY 2022-23 audit was provided in a prior amendment to the RFQ/RFP
https://agendanet.saccounty.gov/CentralGroundwaterAuthority/Documents/ViewDocument/SACRAMENTO_CENTRAL_GROUNDWATER_AUTHORITY_8794_Agenda_Packet_12_13_2023_9_00_00_AM.pdf?meetingId=8794&documentType=AgendaPacket&itemId=0&publishId=0&isSection=false

Is subcontracting allowable?

Subcontracting is acceptable as long as the relationship and responsibilities of the prime and subcontractor are clearly defined.

Are there any MBE, DVBE, Small business etc. requirements?

There are no special requirements beyond what is stated in the RFQ/RFP.

What is the expected not-to-exceed dollar amount of the initial contract?

The SCGA Board approved a budget that included \$60,000 for this work in the current fiscal year. In coordination with the selected firm, we will estimate the funding needs for the 6-month transition period and the first full year of operation (beginning July 1, 2025) to set the not-to-exceed amount. Note that the RFP requests an estimate of costs.

Do you anticipate that the \$60,000 budgeted amount is for the rest of this fiscal year and another \$60,000 for next fiscal year?

See above.

Copy of tax agreements (property tax)

The charges to landowners are regulatory fees (not taxes) collected on property tax bills.

Most recent grant agreements?

Grant Agreement attached at the end of these responses. This is a past example only and not currently being managed.

Most recent financials? We have audit report from 6/30/22.

As identified in the amendment on 8/29, the 2022-23 audit is available in the December 11, 2023 Board Agenda at

https://agendanet.saccounty.gov/CentralGroundwaterAuthority/Documents/ViewDocument/SACRAMENTO_CENTRAL_GROUNDWATER_AUTHORITY_8794_Agenda_Packet_12_13_2023_9_00_00_AM.pdf?meetingId=8794&documentType=AgendaPacket&itemId=0&publishId=0&isSection=false

Most recent rate study?

The rate study and information on the fees is available at

<https://scgah2o.saccounty.gov/Pages/SCGA-Groundwater-Fee.aspx>

Who were the groundwater fee assessments collected from?

Fees are collected from property owners and groundwater users that are not within the water service areas of Sacramento County Water Agency; City of Sacramento, City of Folsom, Elk Grove Water District, California American Water and Golden State Water.

Will the future board meeting be held in Rancho Cordova? How frequently does the board meet?

It is currently anticipated that the board will continue to meet at the Rancho Cordova City Hall on a bimonthly schedule on the second Wednesday of even-numbered months.

Could you provide a timeline for deliverable dates to task such as budgeting, financials, billing?

- Draft budget to the Board in April
- Final budget/Consultant contract amendments to the Board of approval in June
- Monthly payment of consultant invoices within 30 days
- Invoices to water agency members in July after receiving executed Board Approval
- Invoices to GSA partners invoiced within 30 days after receiving executed Board Approval
- Annual Audit presented to board in December
- Quarterly financial status reports to the board (Completed with 1-2 weeks of the Quarter closing and submitted to the Director for review, changes, and approval)

Which accounting software do you use?

A Sacramento County customized SAP program.

How do the requested functions outlined in the RFQ (page 4) compare to the current financial services provided the County under the 2024-2025 budgeted amount of \$40,000? Are the services in the RFP expected to be substantially incremental to those services currently provided by the County's staff?

The functions outlined in the RFQ are comparable to the current financial services provided by the County under the FY2024-25 Budget. The services in the RFP are substantially incremental based on the initial workload. The only duties that are currently outside the County's financial

and accounting services scope are the transition cost, implementation of a new accounting system and bank, establishment of new contracting and purchase requirements, and the investment portfolio recommendations. Once these duties are completed the services rendered should be the same or closely comparable to the current tasks of the County.

Are there additional allocations to the County for financial and accounting services identified elsewhere in the budget? If so, what are those amounts?

The 2024-25 SCGA Budget contains an additional allocation of \$45,000 for contract management, only a portion of which applies to the finance and accounting support staff.

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



November 5, 2019

Mr. Darrell K. Eck
Executive Director
Sacramento Central Groundwater Authority
827 7th Street, Room 301
Sacramento, California 95814

2017 Proposition 1 Sustainable Groundwater Planning (SGWP) Grant; Agreement #4600012673

Dear Mr. Eck:

Enclosed is an original executed copy of Agreement #4600012673.

If you have any questions, please contact Daniel Bremerman, Project Manager at (916)653-4403 or via email at Daniel.Bremerman@water.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lana Quidgeon Graber".

Lana Quidgeon Graber
Associate Government Program Analyst
Financial Assistance Branch
Division of Regional Assistance

Enclosures

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
SACRAMENTO CENTRAL GROUNDWATER AUTHORITY
AGREEMENT NUMBER 4600012673
2017 PROPOSITION 1 SUSTAINABLE GROUNDWATER PLANNING (SGWP) GRANT**

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

- 1) **PURPOSE.** The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to assist the Grantee in financing the planning and/or selected project activities (Project) that will improve sustainable groundwater management, pursuant to Water Code Section 79700 et seq. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the Groundwater Sustainability Plan (GSP), or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A, will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the Sustainable Groundwater Management Act (SGMA) and implementing regulations.
- 2) **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on the date this Grant Agreement is executed by the State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed in accordance with the Schedule as set forth in Exhibit C.
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed **\$970,693**.
- 4) **GRANTEE COST SHARE.** The Grantee is required to provide a Local Cost Share (non-State funds) of not less than 50 percent (%) of the Total Project Cost unless a cost share waiver was granted. The cost share requirement for projects benefiting a Severely Disadvantaged Community (SDAC), Disadvantaged Community (DAC), or an Economically Distressed Areas (EDA) may be waived or reduced. The Grantee agrees to provide a Local Cost Share (non-State funds) for the amount as documented in the Budget as set forth in Exhibit B. Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015.
- 5) **BASIC CONDITIONS.** The State shall have no obligation to disburse money for a project under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
 1. Prior to execution of this Grant Agreement, selected applicants (GSA) for GSP Development projects must submit evidence of a notification to the public and DWR prior to initiating development of a GSP in compliance with California Code of Regulations, title 23, Section 350 et seq. (GSP Regulations) and Water Code Section 10727.8.
 2. The Grantee must demonstrate compliance with all relevant eligibility criteria as set forth on pages 7 and 8 of the 2015 Grant Program Guidelines for the SGWP Grant Program.
 3. For the term of this Grant Agreement, the Grantee submits timely reports and all other deliverables as required by Paragraph 16, "Submission of Reports" and Exhibit A.
- 6) **DISBURSEMENT OF FUNDS.** The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money

disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.

- 7) **ELIGIBLE PROJECT COST.** The Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, project construction, and/or any other scope of work efforts as described in Exhibit A. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after July 1, 2017, but before April 30, 2022, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement with State funds cannot be counted as Local Cost Share. Costs that are not eligible for reimbursement include, but are not limited to, the following items:

1. Costs, other than those noted above, incurred prior to the award date of this Grant.
 2. Costs for preparing and filing a grant application belonging to another solicitation.
 3. Operation and maintenance costs, including post construction performance and monitoring costs.
 4. Purchase of equipment that is not an integral part of a project.
 5. Establishing a reserve fund.
 6. Purchase of water supply.
 7. Monitoring and assessment costs for efforts required after project construction is complete.
 8. Replacement of existing funding sources for ongoing programs.
 9. Travel and per diem costs.
 10. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
 11. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the execution date of this Grant Agreement.
 12. Overhead and Indirect Costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded Project (i.e., costs that are not directly related to the funded Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
- 8) **METHOD OF PAYMENT FOR REIMBURSEMENT.** After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via U.S. mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Local Cost Share, and timely Progress Reports as required by Paragraph 16, "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs. Invoices submitted by the Grantee shall include the following information:

1. Costs incurred for work performed in implementing the project during the period identified in the particular invoice.
2. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
3. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - a. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - b. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - c. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - d. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - e. Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the address listed in Paragraph 21, "Project Representative."

All invoices submitted shall be accurate and signed under penalty of perjury. All costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Exhibit D, "D.5) Audits," and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

- 9) **ADVANCED PAYMENT.** Water Code Section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable integrated regional water management plan, and when the project proponent is a nonprofit organization; a DAC; or the project benefits a DAC. If the project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of up to 50% of the grant award; the remaining 50% of the grant award will be reimbursed in arrears. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after execution of this Agreement, or later, will not be eligible to receive an advanced payment. The Advanced Payment Request must contain the following:
1. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.
 2. If the Local Project Sponsor is requesting the advanced payment, the request must include:
 - a. A funding plan which shows how the advanced funds will be expended within eighteen (18) months of this Grant Agreement's execution (i.e., for what, how much, and when).
 - b. A discussion of the Local Project Sponsor's financial capacity to complete the project once the advanced funds have been expended and include an "Audited Financial Statement Summary Form" specific to the DAC.

3. If a Local Project Sponsor is requesting advanced payment, the Grantee shall also submit a single Advance Payment Form Invoice, containing the request for each qualified project, to the State Project Manager with "wet signature" and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective Local Project Sponsor(s). Within sixty (60) calendar days of receiving the Advanced Payment Form Invoice and subject to the availability of funds, the State will authorize payment of the advanced funds sought of up to 50% of the grant award for the qualified project(s). The Advanced Payment Form Invoice shall be submitted on forms provided by the State and shall meet the following format requirements:
 - a. Invoice must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - b. Invoice must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
 - c. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Form Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). After the distribution requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Local Cost Share, and timely Progress Reports as required by Paragraph 16, "Submission of Reports."
 4. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 - a. An itemization of how advanced funds have been expended to-date (Expenditure Summary), including documentation that supports the expenditures (e.g., contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 - b. A funding plan which shows how the remaining advanced funds will be expended.
 - c. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 - d. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of the Expenditure Summary, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit B, the State will reject the claim and remove them from the Expenditure Summary.
 5. Once the Grantee has expended all advanced funds, then the method of payment will revert to the reimbursement process specified in Paragraph 8, "Method of Payment for Reimbursement," and any remaining requirements of Paragraph 5, "Basic Conditions."
- 10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:
1. A project is not being implemented in accordance with the provisions of the Grant Agreement.
 2. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.
 3. Repayment amounts may also include:
 - a. Advanced funds which have not been expended within 18 months of the Grant Agreement's execution.

- b. Actual costs incurred are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
- c. At the completion of the project, the funds have not been expended.

For conditions 10) 3.a. and 10) 3.b., repayment may consist of deducting the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a substantial breach of this Grant Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 13, "Continuing Eligibility," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

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

1. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
2. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
3. Failure to operate or maintain project in accordance with this Grant Agreement.
4. Failure to make any remittance required by this Grant Agreement.
5. Failure to comply with Labor Compliance Plan requirements.
6. Failure to submit timely progress reports.
7. Failure to routinely invoice the State.
8. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

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

1. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
2. Terminate any obligation to make future payments to the Grantee.
3. Terminate the Grant Agreement.
4. Take any other action that it deems necessary to protect its interests.

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

13) CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:

1. An urban water supplier that receives grant funds pursuant to this Grant Agreement must maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) by doing the following:
 - a. Have submitted their 2015 UWMP and had it deemed consistent by DWR. If the 2015 UWMP has not been submitted to DWR funding disbursements to the urban water supplier will cease until the 2015 UWMP is submitted. If the 2015 UWMP is deemed inconsistent by DWR, the urban water supplier will be ineligible to receive funding disbursements until the inconsistencies are addressed and DWR deems the UWMP consistent. For more information, visit the following website:
<https://www.water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Urban-Water-Management-Plans>.
 - b. All urban water suppliers must submit documentation that demonstrates they are meeting the 2015 interim gallons per capita per day (GPCD) target. If not meeting the interim target, the Grantee must submit a schedule, financing plan, and budget for achieving the GPCD target, as required pursuant to Water Code Section 10608.24. Urban water suppliers that did not meet their 2015 interim GPCD target must also submit annual reports that include a schedule, financing plan, and budget for achieving the GPCD target by June 30 of each year.
2. An agricultural water supplier receiving grant funding must:
 - a. Comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq. Submit to the State a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to Water Code Section 10608.48.
 - b. Have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply must have their 2015 AWMP identified on the State's website. For more information, visit the following website:
<https://www.water.ca.gov/Work-With-Us/Grants-And-Loans/Agriculture-Water-Use-Efficiency>.
3. The Grantee diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
4. If applicable, the Grantee must demonstrate compliance with the Groundwater Management Act set forth on pages 7 and 8 of the 2015 SGWP Grant Program Guidelines, dated October 2015.
5. Grantees that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by Water Code Section 10932 and the CASGEM Program.

14) PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. The Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project(s). The Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. The Grantee shall provide copies of permits and approvals to the State.

15) RELATIONSHIP OF PARTIES. If applicable, the Grantee is solely responsible for design, construction, and operation and maintenance of projects within the Work Plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of

funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Grant Agreement.

- 16) **SUBMISSION OF REPORTS.** The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager, and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project/Component Completion Report is a requirement for the release of any funds retained for such project.
1. **Progress Reports:** The Grantee shall submit Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report should be submitted to the State no later than four (4) months after the execution of the Agreement, with future reports then due on successive three-month increments based on the invoicing schedule and this date.
 2. **Groundwater Sustainability Plan:** The Grantee shall submit a Final GSP to DWR by the date as specified per the Sustainable Groundwater Management Act (SGMA). The GSP shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
 3. **Coordination Agreement:** The Grantee shall provide the State a copy of the executed Coordination Agreement, and all supporting documentation. This condition is only required in basins where GSAs develop multiple GSPs pursuant to Water Code Section 10727(b)(3). Refer to the GSP Regulations for necessary details and requirements to prepare and submit a Coordination Agreement.
 4. **Accountability Report:** The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
 5. **Completion Report:** The Grantee shall prepare and submit to the State a separate Completion Report for each project or component included in Exhibit A. The Grantee shall submit a Completion Report within ninety (90) calendar days of project/component completion. Each Completion Report shall include, in part, a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Completion Report shall also include, if applicable for Implementation Project(s), certification of final project by a registered civil engineer, consistent with Exhibit D. A "Certification of Project Completion" form will be provided by the State.
 6. **Grant Completion Report:** Upon completion of the Project included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final component or project to be completed under this Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each component completed, and how those components will further the goals of the GSP and sustainable groundwater. Retention for the last component, or project, to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the State.
- 17) **STATEWIDE MONITORING REQUIREMENTS.** The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.) and, where applicable, projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts,

including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.

- 18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
1. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 2. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 3. Applicable to Implementation Projects only, Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/license Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 19) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
1. By delivery in person.
 2. By certified U.S. mail, return receipt requested, postage prepaid.
 3. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 4. By electronic means.
 5. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
- 20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

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

Department of Water Resources
Arthur Hinojosa
Chief, Division of Integrated Regional Water
Management
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 653-4736
Email: Arthur.Hinojosa@water.ca.gov

Sacramento Central Groundwater Authority
Darrell K. Eck
Executive Director,
827 7th Street, Room 301
Sacramento, CA 95814
Phone: (916) 874-6851
Email: eckd@SacCounty.net

Direct all inquiries to the Project Manager:

Department of Water Resources
Daniel Bremerman
Project Manager
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 653-4403
Email: Daniel.Bremerman@water.ca.gov

Sacramento Central Groundwater Authority
Ramon Roybal
827 7th Street, Room 301
Sacramento, CA 95814
Phone: (916) 874-6851
Email: roybalr@SacCounty.net

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

22) STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution Accepting Funds

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements and Cost Share Guidelines for Grantees

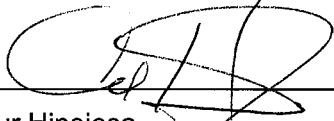
Exhibit I – Not Required

Exhibit J – Project Location

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Sacramento Central Groundwater Authority



Darrell K. Eck

Arthur Hinojosa
Chief, Division of Integrated Regional Water
Management

Darrell K. Eck
Executive Director

Date 11/5/19

Date 10/23/2019

Approved as to Legal Form and Sufficiency



Janice Snyder

Robin Brewer
Assistant Chief Counsel, Office of Chief Counsel

Janice Snyder
Counsel, Sacramento Central Groundwater Authority

Date 11-4-19

Date 10/27/2019

EXHIBIT A WORK PLAN

Project Title: South American Subbasin Groundwater Sustainability Plan Development

Project Description: The work plan includes activities associated with the planning, development, and preparation of a GSP for the South American Subbasin (Subbasin). The resulting GSP will incorporate appropriate Best Management Practices (BMPs), as developed by DWR, and will result in a more complete understanding of the groundwater subbasin to support long-term sustainable groundwater management.

Category(a): Grant Administration

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

Prepare Draft Grant Completion Report and submit to DWR Project Manager for comment and review no later than 90 days after work completion. Prepare Final Report addressing the DWR Project Manager's comments. The report shall be prepared and presented in accordance with the provisions of **Exhibit F**.

Deliverables:

- Executed Grant Agreement and Amendment(s)
- Quarterly Progress Reports and invoices with all required backup documentation
- Environmental Information Form (EIF)
- Final Grant Completion Report

Category(b): Stakeholder Outreach and Coordination

Provide professional facilitation services and support as necessary for GSP development and adoption meetings. Communicate, outreach, and engage with interested parties and beneficial users of groundwater within the basin. Conduct coordination meetings between basin GSAs and representatives of neighboring basins as necessary during the plan development and adoption process.

Deliverables:

- Public Outreach Plan
- Meeting summaries included as attachments in the quarterly Progress Report(s)

Category(c): SGMA Compliance Activities

Complete SGMA compliance activities per the GSP Emergency Regulations that lead to the preparation of a GSP for the South American Subbasin. The GSP, when completed, will meet the requirements of the SGMA regulations. The GSP will incorporate appropriate BMPs as developed by DWR, where applicable, and develops a more complete understanding of the groundwater basin, including interactions with surface water and adjacent subbasins, to support sustainable groundwater management. Required activities for GSP completion include but are not limited to the following:

1. **Subbasin Description**

Compile maps and descriptions of the Subbasin.

2. Hydrogeologic Conceptual Model

Develop a Hydrogeologic Conceptual Model (HCM) for the Subbasin.

3. Current Groundwater Conditions

Collect and compile available groundwater elevation and water quality data since 2005 to assemble a determination of groundwater conditions over the period from approximately 2005 to 2015.

4. Data Management System

Update and maintain a data management system that is capable of storing and reporting information relevant to the development or implementation of the Plan and monitoring of the basin.

5. Numerical Groundwater-Surface Water Model Update

Evaluate the available options and develop an integrated hydrologic model for the Basin. Compile, evaluate, and compare simulated and local water budget information. Select and refine an integrated groundwater surface water model for water budget development and other GSP model scenario analysis.

6. Water Budget

Prepare an initial water budget analysis using the updated numerical groundwater modeling results. Any data gaps or recommended improvements to the water budget should also be noted for subsequent GSP updates and model improvements.

7. Sustainability Management Criteria

Perform necessary technical analysis and negotiations to update Subbasin management criteria which address SGMA undesirable results per SGMA requirements.

8. Land Use Plans and Agreements Affected by GSP Development

Conduct an institutional and policy review of stakeholder agreements and land use plans affected by recommended changes in the management criteria.

9. Additional Management Actions

If additional projects and programs are needed above and beyond existing investments and planned actions in the Subbasin, an evaluation of additional and/or expansions of existing local agency projects and programs will be analyzed to assess and rank project categories based on benefit, cost, timeliness, and institutional challenges (i.e., project permitting, CEQA/NEPA requirements, etc.).

10. Project Actions in Cooperation with Groundwater Clean-up Agencies

Identify projects and actions that are already taking place or can be taken in cooperation with groundwater remediation agencies to keep extracted groundwater in the Subbasin. Create alternative/optimized uses for remediated groundwater including project and water costs and feasibility level analysis of regulatory and permitting challenges for each.

11. Regional/Interbasin Coordination (Tier 3)

The Subbasin lies within the larger Sacramento Valley groundwater basin and has a high degree of hydraulic communication with adjacent subbasins to the north, south, and west. Provide legal & policy-based recommendations to address the methods of coordination with adjacent subbasins including the need for coordination agreements, a reasonable way to address boundary issues, and a means to allocate costs using fair share principles.

12. Monitoring Network Assessment

Develop monitoring network capable of collecting sufficient data to demonstrate short-term, seasonal, and long-term trends in groundwater and related surface water conditions, and yield representative information about groundwater conditions as necessary to evaluate GSP implementation. Assess monitoring networks for adequacy, determine data gaps, and develop a plan to address inadequacies

and gaps. Develop reports and forms to be used with the (Data Management System) DMS for reporting required data to DWR in a format consistent with the GSP regulations.

13. GSP Rate Study

Estimated costs for GSP implementation will be evaluated to ascertain needed changes, if any, in the existing rate methodology, and to have a public discussion on cost allocations with other participating GSAs/agencies prior to the Subbasin's respective Boards adopting the GSP.

14. GSP Document Preparation and Process Documentation

Complete drafting of the GSP and distill action summaries and technical presentations into a layperson's GSP document, with Executive Summary, for purposes of public review and final Board adoption at least 120 days prior to January 31, 2022.

Deliverables:

- CEQA Documents as required
- Response to public comments
- Proof of Final GSP submittal to DWR

**EXHIBIT B
BUDGET**

Project Budget Summary					
Project Title: South American Subbasin Groundwater Sustainability Plan Development					
Budget Category		Grant Amount	Required Cost Share (non-state source)	Other Cost Share	Total Cost
(a)	Grant Administration	\$0	\$92,914	\$0	\$92,914
(b)	Stakeholder Outreach and Coordination	\$0	\$586,336	\$0	\$586,336
(c)	SGMA Compliance Activities	\$970,693	\$291,443	\$0	\$1,262,136
TOTAL COSTS		\$970,693	\$970,693	\$0	\$1,941,386

EXHIBIT C SCHEDULE

Project Schedule			
Project Title: South American Subbasin Groundwater Sustainability Plan Development			
Categories		Start Date	End Date
(a)	Grant Administration	7/1/2017	4/30/2022
(b)	Stakeholder Outreach and Coordination	1/1/2015	1/31/2022
(c)	SGMA Compliance Activities	1/1/2015	1/31/2022

EXHIBIT D
STANDARD CONDITIONS

D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

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

D.2) ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.3) AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. The State shall have no obligation to agree to an amendment.

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

D.5) AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 12, "Default Provisions" or take any other action it deems necessary to protect its interests.

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

for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Funding Recipient's activities. (Wat. Code, § 79708, subd. (b).)

- D.6) **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7) **CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with CEQA. (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Grant Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under the Grant Agreement subject to a CEQA document shall not proceed until and unless approved by the State Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."
- D.8) **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code Section 7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.; and
 - b) The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9) **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10) **COMPETITIVE BIDDING AND PROCUREMENTS:** The Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in the Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement.
- D.11) **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12) **CONFLICT OF INTEREST:** All participants are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken.

Applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411, for State conflict of interest requirements.

- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - d) **Employees and Consultants to the Grantee:** Individuals working on behalf of the Grantee may be required by DWR to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13) **DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.14) **DISPOSITION OF EQUIPMENT:** The Grantee shall provide to the State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory, the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.15) **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355.
 - b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i) The dangers of drug abuse in the workplace,
 - ii) The Grantee's policy of maintaining a drug-free workplace,
 - iii) Any available counseling, rehabilitation, and employee assistance programs, and
 - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

- c) Provide, as required by Government Code Section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
- i) Will receive a copy of the Grantee's drug-free policy statement, and
 - ii) Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.
- D.16) **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
- Failure to provide an easement acceptable to the State can result in termination of this Agreement.
- D.17) **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.
- D.18) **GRANTEE'S RESPONSIBILITY.** The Grantee and its representatives shall:
- a) Faithfully and expeditiously perform, or cause to be performed, all project work as described in Exhibit A and in accordance with Project Exhibits B and C.
 - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - c) Comply with all applicable California, federal, and local laws and regulations.
 - d) Implement the Project in accordance with applicable provisions of the law.
 - e) Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
 - f) Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
 - g) Be solely responsible for design, construction, and operation and maintenance of projects within the Work Plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Grant Agreement.
 - h) Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Grant Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

- D.19) **GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.20) **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement, shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.
- D.21) **INDEMNIFICATION:** The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of this Project and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.22) **INDEPENDENT CAPACITY:** The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.23) **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.24) **INSPECTIONS OF PROJECT BY STATE:** The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.25) **LABOR CODE COMPLIANCE:** The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.26) **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.27) **NONDISCRIMINATION:** During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS),

mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the California Fair Employment and Housing Act are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

- D.28) OPINIONS AND DETERMINATIONS: Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.29) PRIORITY HIRING CONSIDERATIONS: If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.
- D.30) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee to meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.
- D.31) REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.32) RETENTION: The State shall withhold ten percent (10%) of the funds requested in each invoice by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Project Completion Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.33) RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.34) SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.35) SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:

- a) The Grantee, its contractors, or subcontractors have made a false certification, or
 - b) The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.36) **SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as the State may impose.
- D.37) **TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.38) **TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 12, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, "Default Provisions."
- D.39) **TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on thirty (30) days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.40) **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.41) **TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.42) **TRAVEL – DAC, EDA, or SDAC PROJECT/COMPONENT:** If a Project/Component obtains a DAC, EDA, or SDAC Cost Share Waiver, the Grantee may submit travel and per diem costs for eligible reimbursement with State funds. Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. All travel approved expenses will be reimbursed at the percentage rate of the DAC, EDA, or SDAC Cost Share Waiver. For example, if the Grantee obtains a 100% Waiver, 100% of all approved travel expenses can be invoiced for reimbursement. If the Grantee obtains a 50% Waiver, only 50% of eligible travel expenses will be reimbursed by these grant funds.
- D.43) **TRAVEL – NON-DAC, EDA, or SDAC PROJECT/COMPONENT:** The Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, unless the Grantee's service area is considered a DAC, EDA, or SDAC. The Grantee also agrees that travel and per diem costs shall NOT be eligible for computing Grantee Local Cost Share. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.
- D.44) **UNION ORGANIZING:** The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- a) No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - b) The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - c) The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.

- d) If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.45) VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.46) WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION ACCEPTING FUNDS

SACRAMENTO CENTRAL GROUNDWATER AUTHORITY

RESOLUTION NO. 2017-07

RESOLUTION AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR A GRANT UNDER THE 2017 SUSTAINABLE GROUNDWATER PLANNING GRANT PROGRAM PURSUANT TO THE WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT ACT OF 2014 FOR THE DEVELOPMENT OF THE SOUTH AMERICAN SUBBASIN GROUNDWATER SUSTAINABILITY PLAN (BULLETIN 118 SUBBASIN NO. 5-21.65)

WHEREAS, the Sacramento Central Groundwater Authority (“Authority”) submitted the South American Subbasin Alternative Submittal (Alternative) to the State Department of Water Resources on December 30, 2016; and

WHEREAS, funding provided by the 2017 Sustainable Groundwater Planning Grant Program pursuant to Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) (Water Code Section 79700 et seq.) is intended to fund projects that provide more reliable water supplies, restore important species and habitat, and develop a more resilient and sustainably managed water system that can better withstand inevitable and unforeseen pressures in the coming decades.; and

WHEREAS, the Proposal Solicitation Package for the 2017 Sustainable Groundwater Planning Grant Program states that the award selection for proposals will be made final with the exception of those applications in basins in which an Alternative submittal is pending review. In basins with an Alternative submittal, the recommended awards will remain tentative until DWR’s Alternative submittal review is complete and a GSA is formed.

NOW, THEREFORE, be it resolved by the AUTHORITY as follows:

1. That application be made to the California Department of Water Resources to obtain a grant under the 2017 Sustainable Groundwater Planning Grant Program pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) (Water Code Section 79700 et seq.), and to enter into an agreement to receive a grant for the: Development of the South American Subbasin Groundwater Sustainability Plan (Bulletin 118 Subbasin No. 5-21.65). The Executive Director of the Authority, or designee

Resolution Authorizing Submittal Of An Application To The California Department Of Water Resources For A Grant Under The 2017 Sustainable Groundwater Planning Grant Program Pursuant To The Water Quality, Supply, And Infrastructure Improvement Act Of 2014 For Development of the South American Subbasin Groundwater Sustainability Plan (Bulletin 118 Subbasin No. 5-21.65)
Page 2

is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with California Department of Water Resources, and

- 2. The Executive Director of the Authority is hereby authorized to do and perform everything reasonable, convenient, and necessary to carry out the purpose and intent of this Resolution.

ON A MOTION by Director Williams, seconded by Director Schubert, the foregoing resolution was passed and adopted by the Board of Directors of the Sacramento Central Groundwater Authority, State of California, this 11th day of October, 2017, with the following vote, to wit:

AYES: Directors, Aragon, Eaton, Eising, Ewart, Fragiao, Jacobs, Madison, Ocenosak, Quynn, Schneider, Schubert, Werder, Williams

NOES: None

ABSENT: Directors, Mahon, Thompson, Crouse

ABSTAIN: None

RECUSAL: None



[Handwritten Signature]
Chair of the Board of Directors of the Sacramento Central Groundwater Authority

ATTEST: *S. Studdert*
Deputy Clerk of the Board of Directors of the Sacramento Central Groundwater Authority

FILED
BOARD OF DIRECTORS
OCT 10 2017
By *Ayence Evans*
Clerk of the Board

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

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

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For the Project, or each component, discuss the following at the task level, as organized in Exhibit A:

- Percent complete estimate.
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each Project or component, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

COMPLETION REPORT

The Completion Report shall generally use the following format provided below for each Component or Project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- Description of actual work completed and any deviations from Exhibit A. List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of the GSP that meets all the requirements of the GSP Regulations (for GSP Development Projects), or verification (e.g., acceptance email, or other approved documentation from SGMA), that the GSP was submitted to DWR as required.
- A copy of any final technical report or study, produced for or utilized in this Project as described in the Work Plan
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final Component schedule showing actual progress versus planned progress

Additional information that may be applicable for Implementation Projects and/or Components includes the following:

- As-built drawings
- Final geodetic survey information
- Project or Component photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Component, with quantification of such benefits provided, applicable for Implementation Components.
- A final project schedule showing actual progress versus planned progress as shown in Exhibit C.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the project was conducted in accordance with the approved work plan and any approved modifications thereto.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects in the SGWP Grant Program funded by this Grant Agreement, and includes the following:

Executive Summary

The Executive Summary consists of a maximum of ten (10) pages summarizing information for the grant as well as the individual components.

Reports and/or products

- Brief comparison of work proposed in the original 2017 SGWP Grant application and actual work done.
- Brief description of the Project or components completed and how they achieve either or both of the following:
 - Serve SDAC(s) and support groundwater sustainability planning and management in the basin (Implementation Projects); and/or
 - Support planning, development, and/or preparation of GSP(s) that will comply with and meet the requirements of the GSP Regulations (GSP Development Projects).
- Identify remaining work and mechanism for their implementation (Implementation Projects).
- If applicable (e.g., if a DAC, EDA, or SDAC Cost Share Waiver was approved), a discussion of the benefits to DAC, EDA, and/or SDAC as part of this Grant Agreement.

Cost & Disposition of Funds Information

- A summary of final funds disbursement for the Project, or each component.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

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

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

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

Groundwater Level Data

The Grantee shall submit to DWR groundwater level data collected as part of this grant. Water level data must be submitted using the CASGEM online data submission system. The Grantee should use their official CASGEM Monitoring Entity or Cooperating Agency status to gain access to the online submittal tool and submit data. If the data is from wells that are not part of the monitoring network, the water level measurements should be classified as voluntary measurements in the CASGEM system. If the Grantee is not a Monitoring Entity or Cooperating Agency, please contact your DWR grant project manager for further assistance with data submittal. The activity of data submittal should be documented in appropriate progress or final project reports, as described in Exhibit F. Information regarding the CASGEM program can be found at: <http://www.water.ca.gov/Programs/Groundwater-Management/Groundwater-Elevation-Monitoring--CASGEM>.

EXHIBIT H**STATE AUDIT DOCUMENT REQUIREMENTS AND COST SHARE GUIDELINES FOR GRANTEES**

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

State Audit Document RequirementsInternal Controls

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

Local Cost Share Guidelines

Local Cost Share consists of non-State funds, including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties) directly related to the execution of the funded project. Examples include volunteer services, equipment use, and use of facilities. The cost of in-kind service can be counted as Local Cost Share in-lieu of actual funds (or revenue) provided by the Grantee. Other cost share and in-kind service eligibility conditions may apply. Provided below is guidance for documenting Local Cost Share with and without in-kind services.

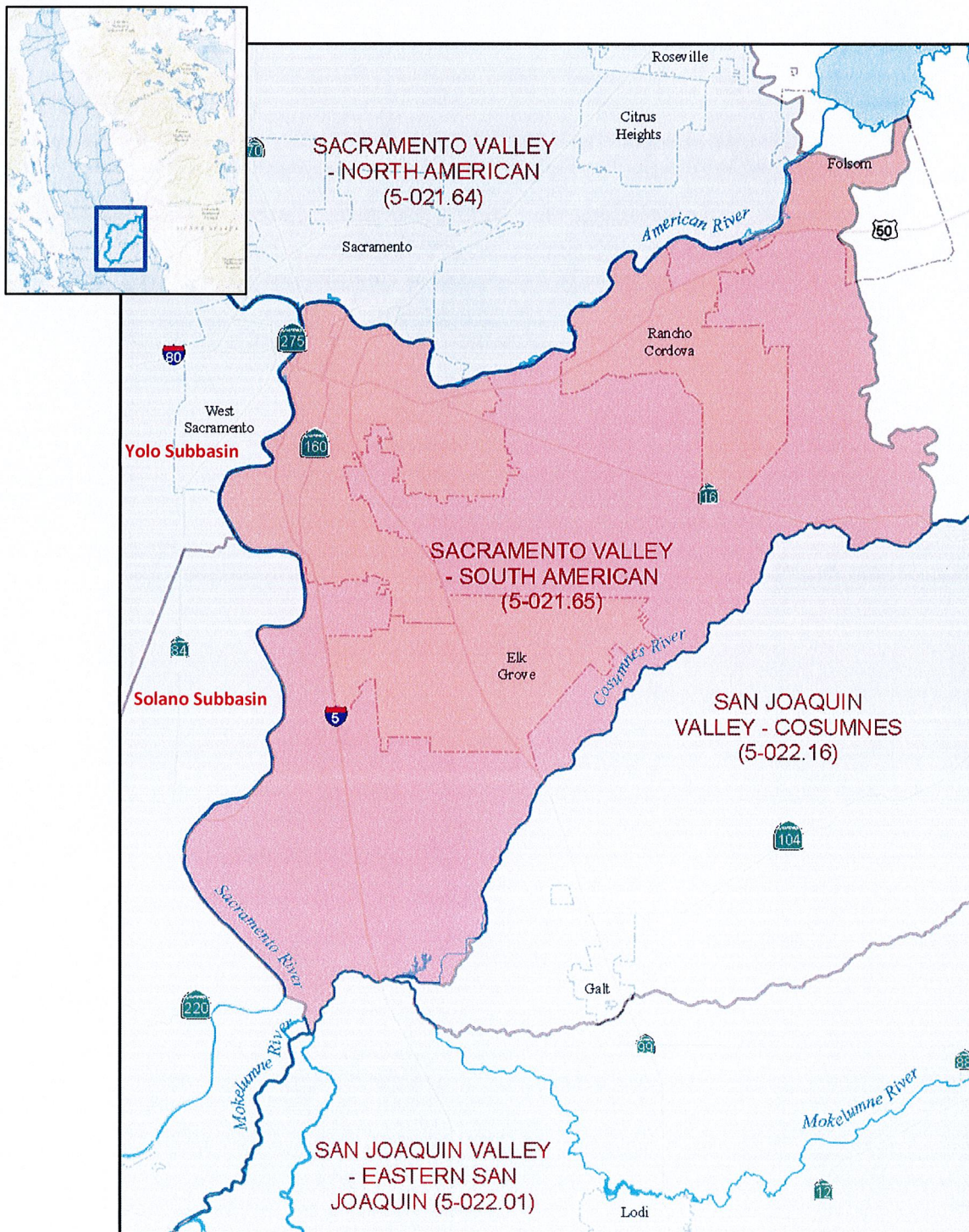
1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
 - a. Detailed description of the contributed item(s) or service(s)
 - b. Purpose for which the contribution was made (tied to project Work Plan)
 - c. Name of contributing organization and date of contribution
 - d. Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #2, below)
 - e. Person's name and the function of the contributing person
 - f. Number of hours contributed
 - g. If multiple sources exist, these should be summarized on a table with summed charges
 - h. Source of contribution if it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.
3. Local Cost Share contribution (including in kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the project funded by the Grant Agreement.

4. Cash contributions made to a project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee's accounting system.

EXHIBIT I
LOCAL PROJECT SPONSORS (NOT USED)

EXHIBIT J PROJECT LOCATION

Project and/or Component Location/Site/Vicinity Map – All of that portion in the map below indicated as the South American Subbasin entirely located within Sacramento County, California:





Sacramento Central Groundwater Authority

John Woodling
Executive Director

August 29, 2024

Interested Parties:

Subject: Third Amendment to RFQ/RFP for Finance and Accounting Services

California-American
Water Company

City of Elk Grove

City of Folsom

City of Rancho Cordova

City of Sacramento

County of Sacramento

Florin Resource Conservation
District/Elk Grove Water
Service

Golden State Water Company

Sacramento Area Sewer District

Agricultural Representative

Agricultural-Residential
Representative

Commercial/Industrial
Representative

Conservation Landowners

Public Agencies/Self Supplied
Representative

**Sacramento Central Groundwater Authority
Request for Qualifications (RFQ)/Request for Proposal (RFP)
For Finance and Accounting Services
AMENDED 8-29-2024**

Page 7 – Submittal day corrected to Tuesday, September 24th


Page 10 – Additional services amended to include:

- **Conducting rate studies for public agency services**

Attached: Powerpoint slides from 8/29 pre-proposal meeting

**Link to December 11, 2023 Board Agenda, including
Item 5, FY 2022-23 Audit**

https://agendanet.saccounty.gov/CentralGroundwaterAuthority/Documents/ViewDocument/SACRAMENTO_CENTRAL_GROUNDWATER_AUTHORITY_8794_Agenda_Packet_12_13_2023_9_00_00_AM.pdf?meetingId=8794&documentType=AgendaPacket&itemId=0&publishId=0&isSection=false



Sacramento Central Groundwater Authority

Request for Qualifications (RFQ)/Request for Proposal (RFP) For Finance and Accounting Services

Pre-proposal Meeting
August 29, 2024

1

Agenda

- SCGA Background
- SCGA Financing
- RFQ/RFP Overview
- Questions



2

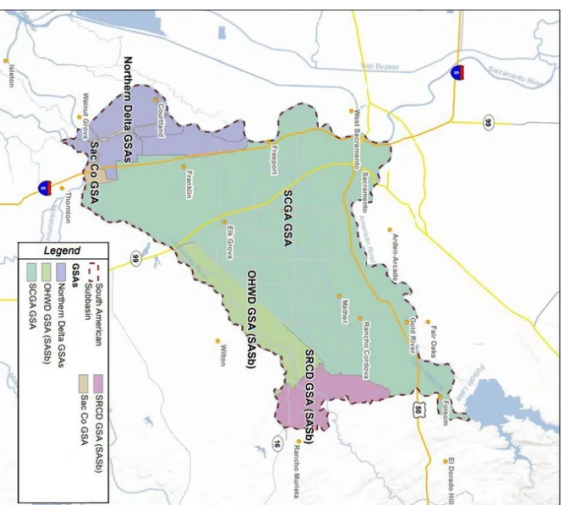
Sacramento Central Groundwater Authority

- Established in 2006
- Joint Powers Agency under California Government Code Section 6500 et seq
- County of Sacramento and Cities of Elk Grove, Folsom, Rancho Cordova and Sacramento
- 14-member Board of Directors
- Established to manage groundwater in the portion of Sacramento County between the American and Cosumnes Rivers
- SCGA was historically operated through services provided by Sacramento County

3

SCGA Finance

- Annual Budget approximately \$1 million
- Revenue
 - Public Water Suppliers - \$745,000
 - Regulatory Fee on landowners - \$185,000
 - Partnering GSAs - \$55,000
 - Grants - currently no ongoing grants



4

SCGA Finance

- Expenses
 - 3 Consultant Contracts - \$950,000
 - Legal Services Contract - \$40,000
 - County Administrative Support - \$100,000
- **SCGA has no employees**

5

Need for Services

- Sacramento County has served as Treasurer/Controller since 2006
- These services are scheduled to end June 30, 2025
- SCGA must replace the County functions for the upcoming fiscal year (FY 2025-26)
- Services are needed to assist in the transition **AND** to support the ongoing operations

6

Required Services

- Develop financial/accounting policies/procedures
- Develop and implement internal controls
- Set up accounting system and oversee transfer of historical accounting records
- Serve as controller and potentially treasurer of the Authority
- Assure compliance with GAAP, GASB and other applicable requirements
- Assist in performance of required audits

7

RFQ/RFP Requirements

- Qualifications and experience
- Availability
- References
- Rates
- Conflicts of Interest

8

RFQ/RFP Requirements

Other capabilities

- Administrative functions
- Website management
- Contract employees
- Rate studies for public agencies

Proposal

- Approach
- Roles and Responsibilities
- Schedule
- Cost

9

Schedule

- RFQ/RFP Release – August 19, 2024
- Pre-proposal meeting – August 29, 2024
- Questions deadline – September 3, 2024
- Submittal deadline – September 24, 2024
- Interviews – October 10, 11, 2024
- Contract approval – December 11, 2024
- Commence work – January 1, 2025

10

Amendments/Notifications

To receive updates or amendments to the RFQ, register your interest by email to jwoodling@geiconsultants.com.

Include “**SCGA Finance and Accounting Services RFQ Interest**” in the subject line.

11

Questions

John Woodling
Executive Director
jwoodling@geiconsultants.com

12



Sacramento Central Groundwater Authority

John Woodling
Executive Director

August 26, 2024

Interested Parties:

Subject: 2nd Amendment RFQ/RFP for Finance and Accounting Services

California-American
Water Company

City of Elk Grove

City of Folsom

City of Rancho Cordova

City of Sacramento

County of Sacramento

Florin Resource Conservation
District/Elk Grove Water
Service

Golden State Water Company

Sacramento Area Sewer District

Agricultural Representative

Agricultural-Residential
Representative

Commercial/Industrial
Representative

Conservation Landowners

Public Agencies/Self Supplied
Representative

Sacramento Central Groundwater Authority
Request for Qualifications (RFQ)/Request for Proposal (RFP)
For Finance and Accounting Services
AMENDED 8-26-2024

The RFQ/RFP has been amended to reflect that the pre-proposal meeting is on Thursday, August 29, 2024 from 10:00 – 11:00 am.



Sacramento Central Groundwater Authority

John Woodling
Executive Director

August 22, 2024

Interested Parties:

Subject: Amended RFQ/RFP for Finance and Accounting Services

California-American
Water Company

City of Elk Grove

City of Folsom

City of Rancho Cordova

City of Sacramento

County of Sacramento

Florin Resource Conservation
District/Elk Grove Water
Service

Golden State Water Company

Sacramento Area Sewer District

Agricultural Representative

Agricultural-Residential
Representative

Commercial/Industrial
Representative

Conservation Landowners

Public Agencies/Self Supplied
Representative

Sacramento Central Groundwater Authority

Request for Qualifications (RFQ)/Request for Proposal (RFP)

For Finance and Accounting Services

AMENDED 8-22-2024

Scope of Amendment – edits to the Service Agreement
Template, Attachment A, to remove unintended references to
legal services



Sacramento Central Groundwater Authority

John Woodling
Executive Director

August 19, 2024

Interested Parties:

Subject: RFQ/RFP for Finance and Accounting Services

California-American
Water Company

City of Elk Grove

City of Folsom

City of Rancho Cordova

City of Sacramento

County of Sacramento

Florin Resource Conservation
District/Elk Grove Water
Service

Golden State Water Company

Sacramento Area Sewer District

Agricultural Representative

Agricultural-Residential
Representative

Commercial/Industrial
Representative

Conservation Landowners

Public Agencies/Self Supplied
Representative

Sacramento Central Groundwater Authority
Request for Qualifications (RFQ)/Request for Proposal (RFP)
For Finance and Accounting Services

Notice to Submitting Firms

1. Qualification Submittals for the RFQ must be submitted electronically to John Woodling, Sacramento Central Groundwater Authority (SCGA) Executive Director at: jwoodling@geiconsultants.com as a single PDF file. Submittals should include “**SCGA Finance and Accounting Services Proposal**” in the subject line. The total pages including cover letter, but excluding resumes, **must not exceed 20 pages**. Direct and concise language is appreciated.
2. All qualification submittals must be received by 4:00 pm on **Tuesday** ~~Thursday~~, September **24** ~~26~~, 2024.
3. A “firm” or “firms” as referred to herein is defined as a professional services firm specializing in public agency finance and accounting or solo practitioner with similar qualifications.
4. Responding firms may submit qualifications for some or all of the services described. The cover letter must detail which services are proposed.
5. To receive updates or amendments to the RFQ, register your interest by email to jwoodling@geiconsultants.com. Include “**SCGA Finance and Accounting Services RFQ Interest**” in the subject line.
6. If you have questions, contact jwoodling@geiconsultants.com via email by 5:00 p.m. on Tuesday, September 3, 2024. Inquiries should not be made to any other individual, employee of SCGA, or Board member of SCGA. Responses to comments and amendments will be sent by email to each respondent that has registered their interest.
7. It is the submitting firms’ sole responsibility to bear the full cost of preparation, ensure that their submittal meets all solicitation requirements, and is properly received by the date and time listed above. Late submissions will not be considered.
8. All qualification submittals shall become the sole property of SCGA and are subject to public disclosure.
9. SCGA reserves the right to modify any aspect of this RFQ by the issuance of written amendment(s).
10. SCGA reserves the right to reject any or all submittals and to select more than one firm to best meet its needs.

Section 1 – Introduction and Overview of Selection Process

Background on Sacramento Central Groundwater Authority

Sacramento Central Groundwater Authority (SCGA) was formed in 2006 as a Joint Powers Authority (JPA) of the cities and counties within SCGA’s boundaries – Sacramento County and

the Cities of Elk Grove, Folsom, Rancho Cordova and Sacramento. The JPA was created to provide groundwater management in major portions of Sacramento County between the American River and the Cosumnes River. Following the passage of the Sustainable Groundwater Management Act (SGMA), SCGA formally became a Groundwater Sustainability Agency (GSA) in 2016, one of six GSAs in the South American Subbasin responsible for adopting a Groundwater Sustainability Plan under SGMA.

The Board of Directors of the Sacramento Central Groundwater Authority (SCGA) consists of fourteen members. Representation includes a Board member from the County and the four cities, two public water/wastewater agencies, two investor-owned water utilities, one representative of agricultural interests, one representative of agriculture-residential groundwater users, one representative of commercial/industrial self-supplied groundwater users, one representative of conservation landowners, and one representative of public agencies that are self-supplied groundwater users. Members of the Board are appointed to four-year terms. Board officers are elected to serve a one-year term.

Members of the Board are appointed by the JPA signatories: the City Councils of Sacramento, Folsom, Elk Grove and Rancho Cordova, and the Sacramento County Board of Supervisors. The SCGA Board meets bimonthly on the second Wednesday of even numbered months at 9:00 a.m.

The SCGA has relied on Sacramento County staff to fulfill numerous roles since the inception of the agency in 2006. Beginning in 2020, SCGA has moved away from many of these County provided services including contracting with private firms for the executive director position, general counsel and board clerk services. The County is looking to relieve itself from providing finance and accounting services, and from acting in the role of Authority Treasurer beginning July 1, 2025. SCGA desires to contract outside expertise in these areas before the end of 2024 to support the transition and then provide the necessary services moving forward.

More information is available at <https://scgah2o.saccounty.gov/>. The SCGA adopted budget for Fiscal Year 2024-25 is available at https://agendanet.saccounty.gov/CentralGroundwaterAuthority/Documents/ViewDocument/SACRAMENTO_CENTRAL_GROUNDWATER_AUTHORITY_9164_Agenda_Packet_6_12_2024_9_00_00_AM.pdf?meetingId=9164&documentType=AgendaPacket&itemId=0&publishId=0&isSection=false

Background on desired expertise

SCGA is seeking professional services of a firm to provide high quality, cost effective finance and accounting services in various areas of related to public agencies and JPAs involved with groundwater management. SCGA has several recurring obligations in these areas and seeks professional assistance relating to ongoing finance and accounting operations of the Authority.

SCGA RFQ FOR FINANCIAL AND ACCOUNTING SERVICES

SCGA will be seeking a consultant to perform functions that include, but may not be limited to the following:

- Assist in planning for the transition from Sacramento County to a stand-alone financial operation.
- Assist in developing necessary finance and accounting policies and procedures for the organization.
- Develop and implement appropriate accounting controls for the organization's operations.
- Assist in short- and long-term budget/financial planning for the organization.
- Manage finance and accounting practices and regularly report to the Board.
- Serve as Controller, bookkeeper, and potentially Treasurer for the organization as needed.
- Set up and maintain a financial accounting system and oversee transfer of historic accounting records.
- Research and recommend appropriate software systems to manage and report on the finance and accounting functions of the Authority.
- Establish and track Accounts Payable, Accounts Receivable and other General Ledger functions.
- Manage the approval process for invoicing and making payments.
- Manage the day-to-day bookkeeping needs of the organization.
- Assist in selecting an independent auditor and work with the selected firm to provide required information and complete any required audits.
- Ensure that SCGA is in compliance with GAAP, GASB and all other applicable government accounting requirements.
- Coordinate with outside consultants hired by SCGA to prepare cash-flow projections.
- Ensure compliance with any accounting requirements of funding agencies including grant requirements and recommend options for supporting cash-flow needs for grants that reimburse after completion of work.
- Recommend to the Board specific investment portfolios appropriate for a Public Agency JPA to balance investment risk and investment returns and recommend investment durations to ensure available cash flow for ongoing operations.

The above listing of services requested is not considered exhaustive. Other specialty finance and accounting services may be required from time to time, including non-recurring tasks where SCGA may require retention of specialty expertise. If specialty services are retained, the selected finance and accountancy firm will be required to coordinate and consult with third-party firms as needed.

How the Selected Firm Will Be Utilized

The selected firm(s) will execute a General Professional Services Agreement (Attachment A). It is expected that a scope and budget will be issued for each fiscal year identifying hourly billing rates and expected level of services for that year.

It is expected that there will be common recurring services needed such as processing accounts payable and accounts receivable, maintaining a general ledger, preparing regular Board reports and background materials, attendance at regular and special Board meetings, attendance at certain standing committee meetings, coordination with and receiving special assignments from the executive director, and other duties as needed. Such work will be performed on an hourly basis or on a standard monthly retainer fee as negotiated with the successful firm.

Occasionally, special tasks or projects may arise requiring additional support from the selected firm. When these specialty projects or tasks arise, SCGA will request a scope of work, budget and schedule from the selected firm. Work on specialty tasks or projects will not proceed without specific SCGA approval. A separate task order will be issued documenting the agreed scope, budget, payment terms (fixed fee or hourly) and schedule. SCGA will reserve the right to solicit proposals from competing firms should successful terms not be negotiated for episodic specialty work, of if, in SCGA's sole opinion, the specialty work is deemed outside the core expertise of the selected firm.

Detailed invoicing shall be provided to SCGA for both general finance and accounting work and special projects which itemizes services provided by task and hours of services provided.

All services shall be directed by the SCGA Executive Director or their designated representative.

All services provided will be performed to the highest legal, ethical, and professional standards.

Should a respondent to this request for qualifications require any special terms and conditions included in a contract for services, such terms must be clearly identified with the submission. See additional information below. SCGA will consider any requested special terms and conditions in their evaluation.

Pre-Proposal Meeting

SCGA will conduct a pre-proposal call for potential respondents on August ~~29~~ 27, 2024 from 10:00 a.m. to 11:00 a.m. The meeting is **not** mandatory.

Join Zoom Meeting

<https://us06web.zoom.us/j/86830107010>

Meeting ID: 868 3010 7010

SCGA RFQ FOR FINANCIAL AND ACCOUNTING SERVICES

One tap mobile

+16694449171,,86830107010# US

+12532050468,,86830107010# US

Dial by your location

- +1 669 444 9171 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 719 359 4580 US
- +1 720 707 2699 US (Denver)
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- 877 853 5257 US Toll-free
- 888 475 4499 US Toll-free
- 833 548 0276 US Toll-free
- 833 548 0282 US Toll-free

Meeting ID: 868 3010 7010

Find your local number: <https://us06web.zoom.us/j/86830107010>

Proposed Selection Schedule

The following table identifies the estimated time frames for retention of services.

Description	Date
Release of the RFQ/RFP	August 19, 2024
Pre-Proposal Meeting	August 29 27, 2024
Deadline for written questions regarding the RFQ	September 3, 2024
Deadline for submittal of qualifications, 4:00 pm on	September 24, 2024
Qualification review and short list	October 1, 2024
Interviews	October 10-11, 2024
Contract negotiations	October - November 2024
Approval of the selected firm(s) by the SCGA Board	December 11, 2024

Commence work

January 1, 2025

Qualification Submittals for the RFQ must be submitted electronically to John Woodling, Sacramento Central Groundwater Authority (SCGA) Executive Director at: jwoodling@geiconsultants.com as a single PDF file. Submittals should include “SCGA Financial Services Proposal” in the subject line All qualification submittals must be received by 4:00 pm on ~~Tuesday~~ Thursday, September 24, 2024.

Selection Criteria

The criteria for evaluation and consideration of firms to be invited to interviews shall be based on, but not limited to the following:

1. Qualifications and experience of the firm. In particular, the qualifications and experience of the specific individual proposed as the primary lead and other principal staff. The primary lead will have a minimum of ten years demonstrated experience in public agency finance and accounting. Other principal staff to be assigned shall have demonstrated experience in the specific areas to be assigned. Identify any members of the firm who will be conducting or overseeing the work who are certified public accountant(s) licensed to practice in California. Licensure as a CPA is desirable, but not required.
2. Available time commitments for the primary lead and principal assigned staff should be identified in the submittal.
3. References. Provide a minimum of three and up to five (3 - 5) public agency references with attention to references for primary lead and other principal staff to be assigned.
4. Location of key staff. The primary lead and principal staff located in offices local to SCGA is preferred.
5. Rate and payment terms.
6. Exceptions taken to the RFQ or proposed contract form.
7. Quality and completeness of the submittal. Information requested is presented in a clear and concise manner.
8. Absence of or suitable plan for mitigation of potential conflicts of interest

The highest-ranking firm(s) may be invited to further demonstrate their qualifications during a formal interview, the format of which will be determined by SCGA.

Evaluation and Selection Process

Qualification review: SCGA will review and evaluate each submittal to determine how well it meets the requirements for the services defined herein. SCGA reserves the right to select firm(s) which, at SCGA's sole discretion, will best meet the needs of the organization. SCGA may elect to reject any or all submittals.

Selection process: Based on SCGA's evaluation of qualifications received, a short list of firms deemed most suitable will be prepared. Formal interviews may be conducted of the top-ranked firms at SCGA discretion. Following the results of reference checking and formal interviews a ranking of firms will be prepared in advance of contract negotiations. If negotiations are unsuccessful with the highest ranked firm(s), the next ranked firm(s) will be invited to negotiate. Formal approval of the final selection will be made by a majority vote of the SCGA Board of Directors, which will make an award as it deems necessary regardless of assigned ranking.

Section 2 – Submittal Requirements

1. The submittal should emphasize responding to the requirements set forth herein. Firms must demonstrate their capabilities, background, expertise and experience to allow an effective evaluation of the firm(s) that will provide the best value to SCGA. The submittal of qualifications should include, at a minimum, the following information:
 - a. Cover letter, including a certification that the submittal complies with all requirements of the RFQ.
 - b. Executive Summary, including a summary of the firm's origin, ownership, size, areas of expertise, and home office locations for key staff with proximity to SCGA offices and operations. The executive summary should identify if there are services requested that will not be performed by the respondent firm.
 - c. Statement of Qualifications (Firm qualifications, with a focus on assigned personnel). Identify the primary lead position that will be responsible for managing work and interfacing with the Authority Board and Executive Director. Include a discussion of the principal personnel's recent experience directly related to providing the services requested, including the number of years of such experience.
 - d. If applicable, provide documentation of licensure as a certified public accountant licensed to practice in California.

- e. Resumes, limited to two pages per person, for the primary lead and principal staff. Resumes should be provided in an appendix and do not count toward the 20-page limit.
2. Additional information required. Tabular format is preferred wherever appropriate.
 - a. References. Provide a minimum of three and up to five public agency, JPA, or special district clients for which comparable services have been performed. Provide the name, mailing address, email address, and telephone number for each client's principal representative with the closest knowledge of the firm's performance. Include the dates of the engagement and indicate if it is on-going. Provide a brief, summary overview of the types of services provided to each reference.
 - b. Provide a list of current public agency clients that may directly or indirectly affect the performance of work or create the appearance of a conflict of interest with the anticipated assignment for SCGA. Describe the nature of the conflict/potential conflict. At a minimum, relationships with any of the following must be identified.
 - The County of Sacramento, Sacramento County Water Agency, and the Cities of Elk Grove, Folsom, Rancho Cordova and Sacramento.
 - Any of the entities that are represented as members of the SCGA Board.
 - The Groundwater Sustainability Agencies in the South American Subbasin, including the Northern Delta GSA (JPA) and its member agencies, Reclamation District 551, Omochumne-Hartnell Water District, and Sloughhouse Resource Conservation District.
 - c. For any identified potential conflicts, describe the firm's internal controls and procedures, as well as a specific plan to mitigate each potential conflict.
 - d. List any subconsultants proposed including a description of the business relationship between the prime proposer and subconsultant, and a list of the types of services each would provide.
 - e. Fee Schedule. Provide a listing of hourly rates for all staff categories that may engage. Specifically identify by name the proposed hourly rate for all key staff. Rates for any subconsultants must be included together with disclosure of any markup of subconsultant fees or reimbursable expenses incurred, including travel. The fee schedule proposed should be valid for the first 18 months of any contract, assuming 120 days from qualifications submission to contract execution.
 - f. If the firm proposes a retainer based agreement, the estimated monthly charge and covered work should be provided.
 - g. Provide the following business information:
 - i. Length of time the firm has been in business.
 - ii. Length of time at the local business address .

- iii. The type and number of any business licenses.
 - iv. Names and titles of all officers or the firm.
 - v. Any other names under which the firm has conducted business.
 - vi. If a sole proprietorship, the name of the sole proprietor.
 - vii. If the firm is incorporated, the type of corporation and the jurisdiction where incorporated.
 - viii. The appropriate federal tax ID number.
 - ix. The name and remittance address for any invoices.
 - x. The location of the offices from which key staff are assigned.
3. A standard professional services agreement is attached (Attachment A). If there are exceptions, additions, or deletions to the contractual terms in Attachment A, or to any RFQ requirements, provide specific details, including suggested language that would make the documents acceptable. If there are no exceptions taken, note in writing that there are none. This information will be considered in the selection process.

Additional Discussion of Approach to the Assignment to be Included with Submitted Information

1. While the selection will be based on the qualifications to meet the finance and accounting needs of SCGA, we would also like to understand your ability to provide related services that might include:
 - Organizing and maintaining administrative records of the organization
 - Managing administrative functions including contracting
 - Setting up and maintaining the agency website
 - Assisting in managing agency email and written communications to board members, the public, and other organizations
 - Employing individuals that are available to be dedicated to other SCGA organizational functions on a part time basis, up to and including executive director.
 - **Conducting rate studies for public agency services**
2. As part of the statement of qualifications, please provide a concise narrative discussion of the following items:
 - What do you recommend as an efficient approach to transition from County services to SCGA outside contracting services and setting up for the ongoing finance and accounting needs of SCGA within the six-month deadline to complete the transition?
 - What role(s) would the firm serve and what roles would be served by others in SCGA, and what level of effort may be required to ensure smooth ongoing operations?
 - Provide a schedule with milestones for key events assuming contract approval and notice to proceed is issued by the end of December, 2024, and full transition away from finance and accounting support from Sacramento County occurs by the end of June, 2025.

- Rough Estimate of Cost – provide either an estimate of monthly costs to provide anticipated services needed on a time and materials basis or an estimated monthly retainer fee. Include estimates for one-time initial set up and transition costs in addition to ongoing monthly costs. Final terms will be negotiated with the selected firm.

Additional Pre-Contract Requirements

SCGA may make any such investigations it deems necessary or prudent to determine the ability of respondents to provide the services requested. Following review of initial submittals, additional information may be requested to better evaluate proposing firms, and the firms will provide SCGA all such requested information as is commercially reasonable. SCGA reserves the right to reject any or all submittals and may negotiate with one or more firms prior to providing a recommendation to the SCGA Board for award. The final scope of services for inclusion in any resulting contract will be negotiated between SCGA and the selected firm(s). It is expected that the selected firm will fully participate in the scope negotiations prior to contract execution without compensation.

**ATTACHMENT A
SERVICES AGREEMENT TEMPLATE**

THIS AGREEMENT is made and entered into on _____, 2024, by and between the Sacramento Central Groundwater Authority, a joint powers authority formed in 2006 between the County of Sacramento and the Cities of Elk Grove, Folsom, Rancho Cordova and Sacramento ("SCGA"), and _____(FIRM)_____.

FOR AND IN CONSIDERATION OF THE PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **Retention.** SCGA hereby retains _____ to perform the financial and accounting services described in Paragraph 3 below, and _____ hereby accepts such retention and agrees to perform such services under the terms and conditions set forth herein.
2. **Executive Director.** As used in this Agreement, the term "Executive Director" means the SCGA Executive Director.
3. **Services.** _____ shall provide legal advice and consultation relating to representation of the SCGA and as set forth below.
 - a. Furnish professional services in the amount necessary to complete promptly and effectively work assigned under this Agreement. _____ shall not commence services under this Agreement until provided with the direction to do so by the Executive Director or his designee.
 - b. _____ is specifically providing the services of _____ (specifically identified assigned staff) _____ for primary representation responsibility under this Agreement. _____ will not substitute primary representation responsibility in providing the services described herein without the express written agreement of the Executive Director or his designee.
 - c. _____ will provide SCGA with copies of all correspondence with persons and agencies related to this Agreement.
 - d. ~~For purposes of this Agreement, an attorney-client relationship is created between _____ and SCGA and _____ is expected to manage this attorney-client~~

~~relationship appropriately, including a complete conflict check and continuous written communication of any actual, apparent or potential conflicts with respect to this relationship.~~

- e. The services performed by _____ under this Agreement shall be under the general supervision and direction of the ~~Interim~~ Executive Director of SCGA or his designee, and _____ shall not accept direction from any other SCGA official or employee.
- f. _____ shall provide SCGA reports related to services under this Agreement in reasonable intervals as so requested.
- g. It is understood that SCGA, acting through its designees, shall make all policy decisions concerning the performance of services of _____.
- h. _____ shall attend all regular and special Board meetings and make such appearances as the Executive Director or SCGA Board determines are necessary or appropriate during the term of this Agreement.
- i. ~~_____ shall not institute any administrative proceeding, arbitration or litigation unless directed to do so by the SCGA Board or the Executive Director or his designee.~~
- j. _____ shall not compromise or settle any claim, protest or dispute against the SCGA without the prior consent of the Board of SCGA.

4. **Term.** The term of this Agreement shall commence on _____, 2022, and continue until such time as the Agreement is terminated pursuant to Section 12 hereof.

5. **Compensation.** Subject to the provisions of subsections (a)-(b) below, SCGA shall pay compensation to _____ for the services rendered hereunder as follows: **(include rate sheet)**

- a. ~~All services to be performed by _____ pursuant to this Agreement shall be performed by _____ at hourly rates be for attorneys' time for advisory services, for attorneys' time for litigation services, and for the time of paralegals and legal assistants as identified in the rate sheet attached herinto as Attachment Any change in this rate range must be approved in writing by the SCGA Board before being~~

applied. SCGA shall not be responsible for the cost of services provided by any other individuals unless such services and the rate of compensation are approved in advance and in writing by the SCGA Board. Compensation under this Agreement shall be limited to no more than \$XXX,XXX per fiscal year. _____ shall advise the Executive Director, in writing, when expenditures have reached 70% of the total contract amount.

Note: a retainer arrangement may be considered if in the best interests of SCGA and language will be negotiated.

b. SCGA shall not be charged for secretarial or other support services.

6. **Expenses.** SCGA shall pay _____ for its incidental expenses incurred in connection with this Agreement as follows:

a. Reasonable and necessary actual out-of-pocket expenses incurred in the course of rendering such services, consisting only of costs of toll, document binding, filing fees, travel (only between locations specifically pre-approved by SCGA and at published coach air fares or IRS standard mileage rates), and cost of commercial printing.

_____ shall use cost effective means in incurring any permitted reimbursable cost. No markup or surcharge shall be added. Any single out-of-pocket expenditure in excess of \$300, including travel, is subject to the prior written approval of the Executive Director.

b. SCGA shall not be obligated to pay any of the following: full hourly rates for travel time, except for actual time working; all other travel time shall be paid at a fifty percent (50%) discount of the traveler's standard hourly fee; lodging unless approved; auto rental fees; cab or other transportation fare from the office to home; meals for working overtime; secretarial overtime; or costs for transmitting documents by email.

c. SCGA shall have no liability for any other charges or expenses unless approved in writing by the Executive Director prior to being incurred.

7. **Claims for Services.** _____ shall file with the SCGA claims for services rendered during the term of this Agreement not later than the tenth (10th) day following the end of each calendar month. The claims shall identify the number of hours of services for which compensation is claimed, the individual(s) providing such services, the

services provided and all incurred costs and expenses for which reimbursement is being claimed. Each such monthly statement shall include a cumulative total of all services and cost charges billed under this Agreement. SCGA shall pay such claims not later than thirty (30) calendar days following the date of receipt if approved. No claim shall be paid without approval of the SCGA, in its sole discretion. SCGA may request additional information or clarification to support the claim of _____ from _____ who will promptly provide the requested information.

8. Independent Contractor.

- a. All services delivered by _____ under this Agreement shall be provided under the coordination with SCGA. It is understood and agreed that _____ is an independent contractor and that no relationship of employer-employee exists between SCGA and _____ hereto.
- b. It is further understood and agreed by the parties hereto that _____ in the performance of its obligations hereunder is subject to the control or direction of SCGA through the Executive Director of SCGA merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results. No permitted or required approval by SCGA of personnel, costs, documents or services of _____ shall be construed as making SCGA responsible for the manner in which _____ performs services or for any acts, errors or omissions of _____. Such approvals are intended only to give SCGA the right to satisfy itself with the cost and status of work performed by _____.
- c. If, in the performance of this Agreement, any third persons are employed by _____, such persons shall be entirely and exclusively under the direction, supervision and control of _____. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment, or requirements of law, shall be determined by _____, and SCGA shall have no right or authority over such person or the terms of such employment.
- d. It is further understood and agreed that _____ shall issue W-2, or with respect to partners Schedule K-1, Forms for

income and employment tax purposes for all of _____'s assigned personnel under the terms and conditions of this Agreement.

9. **Insurance.** _____ shall maintain in force at all times during the term of this Agreement, and any extensions or modifications thereto, insurance covering its operations as set forth in Exhibit "A." It is understood and agreed that SCGA shall not pay any sum to _____ under this Agreement unless and until SCGA is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered.
10. **Compliance with Child, Family and Spousal Support Reporting Obligations.**
 - a. _____'s failure to comply with state and federal child, family and spousal support reporting requirements regarding _____'s employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
 - b. _____'s failure to cure such default within ninety (90) days of notice by SCGA shall be grounds for termination of this Agreement.
11. **Assignment and Subcontracting.** No performance to be rendered or payment due under this Agreement may be assigned or transferred, and _____ shall not subcontract any work hereunder, without the prior written approval of the Executive Director of SCGA.
12. **Audit of _____ Records.**
 - a. _____ shall retain all records, including but not limited to, documents, reports, books, papers and accounting records which pertain to any work or transactions under this Agreement for a period of four (4) years after expiration of this Agreement. SCGA, or any duly authorized representative of SCGA, shall, with reasonable notice, have access to and the right to examine, audit and copy such records. SCGA agrees that _____ may, in their discretion, maintain all or part of the client file in electronic format, using secure cloud storage services.

b. _____ shall reimburse SCGA for any overpayment determined to have been made as a result of an audit of _____'s records not later than ten days following the date of service of written notice to _____ of the amount of the overpayment.

13. **Termination.** This Agreement and the attorney-client relationship between _____ and SCGA may be terminated in whole or in part by SCGA at any time upon written notice to _____. Upon termination of this Agreement, SCGA will pay _____ the fees, costs and expenses due under Sections 4 and 5, as of the effective date of termination, in no case exceeding the limitation set forth in paragraph 4. In the event of such termination, _____ shall transmit to SCGA all records, materials, work product and other matters developed or collected pursuant to this Agreement.
14. **Governing Law; Venue.** All claims, counterclaims, disputes and other matters in question between the SCGA and _____ arising out of or relating to this Agreement or breach thereof will be decided under the laws of the State of California or any other dispute resolution methods agreeable to both parties. California law shall govern the interpretation of this Agreement. Venue for any action related to this Agreement shall be in the Sacramento County Superior Court.
15. **Compliance with Laws.** _____ shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.
16. **Licenses and Permits.** _____ shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by SCGA. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by SCGA.
17. **Conflict of Interest.** _____ and _____'s officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

18. **Use of Funds.** It is understood and agreed that no funds provided by SCGA pursuant to this Agreement shall be used by _____ for any political activity or political contribution.
19. **Nondiscrimination in Employment, Services, Benefits and Facilities.**
- a. _____ agrees and assures SCGA that _____ and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of SCGA, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. _____ shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of SCGA employees and agents, and recipients of services are free from such discrimination and harassment.
- b. _____ represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- c. _____ agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- d. _____ shall include this nondiscrimination provision in all subcontracts related to this Agreement.
20. **Indemnification.** For professional services provided under this Agreement, and to the fullest extent permitted by law, _____ shall indemnify, defend, and hold harmless SCGA and the SCGA Board of Directors respectively, and their officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this Agreement.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by _____ or _____'s subconsultants or subcontractors at any tier.

Nothing in this Indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity obligation shall survive the expiration or termination of the Agreement.

21. **Time.** Time is of the essence of this Agreement.
22. **Interpretation.** This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.
23. **Reports.** _____ shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by SCGA concerning _____'s activities as they affect the contract duties and purposes herein. SCGA shall explain procedures for reporting the required information.
24. **Prior Agreements.** This Agreement constitutes the entire contract between SCGA and _____ regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between SCGA and/or the County of Sacramento and _____ regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.
25. **Duplicate Counterparts.** This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.
26. **Amendments.** This Agreement may be modified or amended, or any of its provisions waived, only by written agreements executed by both parties.
27. **Entire Agreement.** This instrument and Exhibit "A" attached hereto constitute the entire Agreement between SCGA and _____ concerning the subject matter hereof.