



October 5, 2022

Ms. Jenny Gant
Board Clerk
Sierra Valley Groundwater Management District
PO Box 88
Chilcoot, CA 96105

SUBJECT: PROPOSAL FOR WATER YEAR 2023 GSP ANNUAL REPORT PREPARATION

Dear Jenny:

Larry Walker Associates (LWA) with support from Daniel B. Stephens and Associates (DBS&A) can assist the Sierra Valley Groundwater Management District (SVGMD) in the preparation of the Water Year 2023 Groundwater Sustainability Plan (GSP) Annual Report which is required to be submitted to DWR by April 1, 2024. The work effort associated with the development of the Annual Report is described under the Scope of Work presented below. An estimated budget and schedule are also provided. Laura Foglia will be the project manager working with LWA and DBS&A Staff to prepare the Report.

SCOPE OF WORK

The following tasks will be conducted to develop an Annual Report which will meet SGMA requirements.

Task 1. Data Collection, Compilation, and Analysis

LWA, in collaboration with DBS&A as a subconsultant to LWA, will work with the District to compile the data needed for Water Year 2023 (i.e., October 1, 2022 – September 30, 2023).

Data will be stored and compiled into the Data Management System (DMS) as part of the 2023 Water Year GSP Annual Report preparation.

Data will be collected from publicly available information and requested from the Groundwater Sustainability Agencies (GSAs) (District and Plumas County) and other agencies, as needed, including:

- Development of groundwater elevation contour maps.
- Development of hydrographs of groundwater elevations.
- Estimate of groundwater extractions for the preceding water year.
- Estimate of surface water supply used or available for use.
- Estimate of total water use.
- Evaluation of change in groundwater storage.

Task 2. Prepare Water Year 2023 GSP Annual Report

As required by the Sustainable Groundwater Management Act (SGMA), the Annual Report will include general information about the Sierra Valley Subbasin and GSP, groundwater elevation

data (contour maps and hydrographs), groundwater extraction, surface water supply, changes in groundwater storage, and a description of progress towards implementation of the GSP since the adoption of the previous Annual Report.

LWA will prepare a Draft Water Year 2023 GSP Annual Report consistent with the GSP regulations and gather comments.

LWA will incorporate any and all comments from District staff, County staff, District consultants, the District Board, and the Plumas County Board of Supervisors to finalize the Annual Report.

The Annual Report for Water Year 2023, along with the populated GSP Annual Report Elements Guide and supporting tables, will be submitted to DWR by April 1, 2024 through the DWR SGMA Portal.

Task 4. Meetings

LWA and DBS&A will participate in no more than (2) meetings total with the District Board and the Plumas County Board of Supervisors to present the Draft Water Year 2023 GSP Annual Report, including general findings, and gather comments.

Task 5. Project Management

The LWA Project Manager will provide overall management, coordination for task assignments, and work closely with the LWA and DBS&A assigned task leads and the District to ensure that the scope of services is met and that the Annual Report is completed on schedule and within budget.

BUDGET AND SCHEDULE

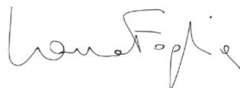
The above tasks will be conducted for a cost not to exceed \$25,000 on a time and materials basis according to our standard billing rates. An estimated cost breakdown by task is shown below.

Sierra Valley Groundwater Management District										
Cost Estimate										
Water Year 2023 GSP Annual Report										
Task	Description	LWA Labor Hours				DBSA Hours			Total Hours	Total Costs
		Project Manager/Vice President	Project Engineer/BA	Contract Administrator	LWA Staff Hours	Principal	Staff Professional/III	DBSA Staff Hours		
1	Data Collection, Compilation and Analysis	2	12	14	14	4	24	24	38	\$8,692
2	Prepare Annual Report	2	24	26	26		16	16	42	\$8,924
3	Meetings	12		12	12	1	8	9	21	\$5,501
4	Project Management			4	4	4		4	8	\$1,848
TOTAL PROJECT COSTS		16	36	4	56	9	48	53	109	\$ 24,965

To allow submittal by April 1, 2024, the LWA team will provide an information request to SVGMD staff by December 1, 2023. The draft Annual report will be presented to the Board in February 2024 and will be finalized for submittal by April 1, 2024.

We look forward to continuing to work with SVGMD staff on this and other GSP related efforts. Please, feel free to contact me should you have questions or concerns.

Sincerely,



Laura Foglia, Vice President

**PROFESSIONAL SERVICE AGREEMENT
BY AND BETWEEN**

**THE SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT
AND
LARRY WALKER ASSOCIATES, INC.**

**FOR SUSTAINABLE GROUNDWATER SERVICES
2023 WATER YEAR
GROUNDWATER SUSTAINABILITY PLAN
ANNUAL REPORT**

THIS AGREEMENT for services associated with sustainable groundwater services is entered into this 16th day of October, 2023, by and between the Sierra Valley Groundwater Management District (District) and **Larry Walker Associates, Inc.** (Contractor).

SECTION 1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to District the services as follows:

Professional services, including data collection, compilation, and analysis; meetings; and project management, for the preparation and completion of the Water Year 2023 Groundwater Sustainability Plan (GSP) Annual Report for the Sierra Valley Subbasin (SVSB) required to be submitted to the State Department of Water Resources (DWR) no later than April 1, 2024.

The services to be provided are further described in Exhibit A (Scope of Services) attached hereto and hereby incorporated herein.

1.1 Term of Services. The term of this Agreement shall begin on **October 16, 2023**, and terminate on **April 1, 2024**. The schedule for services is further described in Exhibit C (Schedule) attached hereto and hereby incorporated herein.

1.2 Standard of Performance. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the area in which Contractor practices its profession. Contractor shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession.

1.3 Assignment of Personnel. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. Contractor will be assigned to provide the scope of services with the exception that the assigned individual may assign additional personnel for assistance.

1.4 Time. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Contractor's obligations hereunder. Time is of the essence with respect to this Agreement and the services to be provided hereunder.

SECTION 2. COMPENSATION.

Contractor will invoice District on a monthly basis. District shall compensate Contractor in a manner set forth in Exhibit B (Budget and Bill Rate Schedules) attached hereto. Invoices shall be submitted no later than 5 days following the end of each month along with sufficient backup documentation. When billing reaches the maximum Agreement amount as specified in Section 2.12, Contractor shall cease all work until such work is approved by the Board of Directors for District.

2.1 Invoices. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- A Task Summary containing the amount of any prior billings, the total due for the period being billed for, and any outstanding sums remaining unpaid; and
- The applicable time entries showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense.

2.2 Payment. District shall make payments, based on invoices received and approved, for services satisfactorily performed and for authorized reimbursable costs incurred. District shall have thirty (30) days to pay Contractor from date of Contractor invoice.

2.3 Payment of Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement.

2.5 Payment upon Termination. In the event that District or Contractor terminates this Agreement pursuant to Section 7 of this Agreement, District shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.6 Authorization to Perform Services. Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement unless and until written authorization is received from District.

2.7 Travel Expenses. Travel and per diem costs are not eligible for reimbursement.

2.8 Labor Code Compliance. Contractor 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>. Contractor 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 Contractor affirms that it will comply with such provisions before commencing the performance of the work under this Agreement.

2.9 Suspension of Payments. This Agreement may be subject to suspension of payments or termination, or both, if the District determines that:

- A. Contractor or its subcontractors have made a false certification; or
- B. Contractor or its subcontractors violates the certification by failing to carry out the requirements noted in this Agreement.

2.10 Maximum Cost to District. Notwithstanding any other provision of this Agreement, in no event shall the cost to District for the services to be provided hereunder exceed the maximum sum of twenty-five thousand dollars (\$25,000.00).

SECTION 3. FACILITIES AND EQUIPMENT.

Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

SECTION 4. INSURANCE REQUIREMENTS.

4.1 Coverage. Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

4.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

4.2.1 Additional Insured Status. The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

4.2.2 Primary Coverage. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4.2.3 Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the District.

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

4.2.5 Self-Insured Retentions. Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District. Consultant shall carry a 10% retention until project completion.

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

4.4 Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

4.4.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

4.4.2. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*

4.4.3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work.

4.5 Verification of Coverage. Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's

obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

4.7 Indemnity. Contractor shall hold harmless, defend and indemnify District and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs in connection with Contractor's direct negligence in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

SECTION 5. STATUS OF CONTRACTOR.

5.1 Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of District. District shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, District shall otherwise not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other District, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor – and any of its employees, agents, and subcontractors providing services under this Agreement – shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of District, and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS benefits.

5.2 Contractor Not Agent. Except as District may specify in writing or as provided by law, Contractor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

SECTION 6. LEGAL REQUIREMENTS.

6.1 Governing Law. The laws of the State of California shall govern this Agreement.

6.2 Compliance with Applicable Laws. Contractor shall comply with all laws applicable to the performance of the work hereunder.

6.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.

6.4 Licenses and Permits. Contractor represents and warrants to District that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatever nature legally required to practice their respective professions. Contractor represents and warrants to District that Contractor and its

employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement any required business licenses from District.

6.5 Nondiscrimination and Equal Opportunity. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

During the performance of this Agreement, Contractor or its 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. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

6.6 Drug-Free Workplace Certification. Certification of Compliance: By signing this Agreement, Contractor hereby certifies, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (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 Contractor'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 Agreement:
- i. Will receive a copy of the Contractor's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Contractor's condition of employment, contract or subcontract.

6.7 Income Restrictions. Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to the State or District, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the State or District, respectively, under this Agreement.

SECTION 7. TERMINATION AND MODIFICATION.

7.1 Termination. District may cancel this Agreement for any reason upon thirty (30) days' notice to Contractor.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; District, however, may condition payment of such compensation upon Contractor delivering to District copies of any or all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder. Originals of attorney work product shall remain the property of Contractor.

7.2 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

7.3 Assignment and Subcontracting. District and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the District.

7.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between District and Contractor shall survive the termination of this Agreement.

7.5 Options Upon Breach by Contractor. If Contractor materially breaches any of the terms of this Agreement, District's remedies shall include but not be limited to the following:

- 7.5.1** Immediate termination of the Agreement;
- 7.5.2** Retention of the plans, reports, documents, and any other work product prepared by Contractor pursuant to this Agreement; and/or
- 7.5.3** Retention of a different Contractor to complete any work described in Exhibit A remaining unfinished by Contractor.

SECTION 8. KEEPING AND STATUS OF RECORDS.

8.1 Records Created as Part of Contractor's Performance. Contractor hereby agrees to promptly and expeditiously deliver copies of all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, certification, permits, approvals, or any other documents, materials, or information, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement to District upon reasonable request or termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for District, are the sole property of District, and are not necessarily suitable for any future or other use. District and Contractor agree that, until final approval by District, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

Contractor further 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 Agreement shall be made available 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.)

8.2 Contractor's Books and Records. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor pursuant to this Agreement. Contractor shall maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices.

8.3 Inspection and Audit of Records. Any records or documents that Section 8.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of District.

8.4 Confidentiality. All information and records obtained in the course of providing services under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of the services to be performed hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.

SECTION 9. MISCELLANEOUS PROVISIONS.

9.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

9.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the Superior Court for the County of Sierra.

9.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this

Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

9.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

9.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

9.8 Conflict of Interest. Contractor may serve other clients, but none whose activities within the corporate limits of District or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the rules of professional responsibility governing Contractor's profession, unless such conflict may be waived by District and District chooses to waive such conflict in writing.

Contractor shall not employ any District official in the work performed pursuant to this Agreement. No officer or employee of District shall have any financial interest in this Agreement that would violate California Government Code section 1090 *et seq.*, or Public Contract Code sections 10410 and 10411.

Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of District. If Contractor were an employee, agent, appointee, or official of District in the previous 12 months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code section 1090 *et seq.*, or Public Contract Code sections 10410 and 10411, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse District for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code section 1090 or Public Contract Code sections 10410 and 10411 and, if applicable, will be disqualified from holding public office in the State of California.

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 this Agreement being declared void. Other legal actions may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

Individuals working on behalf of Contractor may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

9.9 Solicitation. Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

9.10 Notices.

Any written notice to Contractor shall be sent to:

Larry Walker Associates, Inc.
Attn: Betsy Elzufon
1480 Drew Avenue, Suite 100
Davis, CA 95618

Any written notice to District shall be sent to:

Sierra Valley Groundwater Management District
P.O. Box 88
Chilcoat, CA 96105

9.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

9.12 Authorized Signature. Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

[signature page to follow]

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

DISTRICT

CONTRACTOR

By: _____
Einen Grandi, Chairman

By: _____
Laura Foglia, Vice President

APPROVED AS TO FORM:

By: 

District Counsel

EXHIBIT A

SCOPE OF SERVICES

Task 1. Data Collection, Compilation, and Analysis

LWA, in collaboration with DBS&A as a subconsultant to LWA, will work with the District to compile the data needed for Water Year 2023 (i.e., October 1, 2022 – September 30, 2023).

Data will be stored and compiled into the Data Management System (DMS) as part of the 2023 Water Year GSP Annual Report preparation.

Data will be collected from publicly available information and requested from the Groundwater Sustainability Agencies (GSAs) (District and Plumas County) and other agencies, as needed, including:

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EXHIBIT B

BUDGET AND BILLING RATE SCHEDULES

The scope of services tasks in **EXHIBIT A** will be competed for a cost **not to exceed \$25,000.00** on a time and materials basis according to the LWA and DBS&A standard billing rates attached.



LARRY WALKER ASSOCIATES RATE SHEET

Effective July 1, 2023 – June 30, 2024

PERSONNEL	TITLE	RATE (\$/HR)	PERSONNEL	TITLE	RATE (\$/HR)
Nicole Collins	Administrative Assistant	\$ 80	Bryant Alvarado	Associate Engineer I	\$289
Eddie Mason	Administrative Assistant	\$ 80	Gorman Lau	Associate Engineer I	\$289
Kim Turner	Administrative Assistant	\$ 80	Mike Troughon	Associate Scientist I	\$289
Tina VanCarpels	Contract Coordinator	\$145	Paul Hartman	Associate Scientist II	\$305
John Walker	AR/AP Manager	\$145	Denise Conners	Associate Engineer II	\$305
Hayleigh Sawdaye	Graphic Designer	\$134	Betsy Elzufon	Associate Engineer II	\$305
Kathryn Walker	Senior Graphic Designer	\$174	Karen Ashby	Vice President	\$322
Cat Henry	Project Scientist I-C	\$140	Laura Foglia	Vice President	\$322
Caleb Klotzle	Project Scientist I-C	\$140	Sandy Mathews	Vice President	\$322
Ben Melechin	Project Scientist I-C	\$140	Chris Minton	Vice President	\$322
Paula Rueda-Villamil	Project Engineer I-C	\$140	Brian Laurenson	Executive Vice President	\$337
Chloe Celniker	Project Scientist I-B	\$169	Thomas Grovhoug	Senior Executive	\$353
Zaida Cholico	Project Engineer I-B	\$169	Ashli Desai	President	\$353
Sophie McFadin	Project Engineer I-B	\$169	REIMBURSABLE COSTS		
Lauren Steinberg	Project Engineer I-B	\$169	Travel		
Nicole Wilson	Project Scientist I-B	\$169	Local Mileage	Current IRS Rate	
Camille Woickowska	Project Scientist I-B	\$169	Transportation	Actual Expense	
Helen Zhou	Project Engineer I-B	\$169	Auto Rental	Actual Expense	
Jenny Bayley	Project Engineer I-A	\$196	Fares	Actual Expense	
Andrew Calderwood	Project Engineer I-A	\$196	Room	Actual Expense	
Nubia Donikian	Project Engineer I-A	\$196	Subsistence And Per Diem Meals ⁽¹⁾	Current GSA Rate	
Khanh Thi Nhu Nguyen	Project Engineer I-A	\$196	Breakfast	Current GSA Rate	
Rebecca Smith	Project Scientist I-A	\$196	Lunch	Current GSA Rate	
Katrina Arredondo	Project Scientist II-B	\$208	Dinner	Current GSA Rate	
Sebastian Bognar	Project Scientist II-B	\$208	Incidentals	Current GSA Rate	
Kyle Mattingly	Project Scientist II-B	\$208	Report Reproduction & Copying		
Kelsey McNeill	Project Engineer II-B	\$208	Per Color Copy, In-House	\$0.89	
Jeffrey Walker	Project Engineer	\$208	Per Black And White Copy, In-House	\$0.08	
Audra Bardsley	Project Scientist II-A	\$235	Per Binding, In-House	\$1.95	
Airy Krich-Brinton	Project Engineer II-A	\$235	Special Postage And Express Mail	Actual Expense	
Adriel Leon	Project Scientist II-A	\$235	Third-Party Material Preparation	Actual Expense	
Danielle Moss	Project Engineer II-A	\$235	Other Direct Costs	Actual Expense	
Ryan Parks	Project Scientist II-A	\$235	Daily Equipment Rental Rates		
William Rice	Project Engineer II-A	\$235	Single Parameter Meters & Equipment	\$30.00	
Olin Applegate	Senior Scientist I	\$253	Digital Flow Meter	\$60.00	
Alina Constantinescu	Senior Engineer I	\$253	Multi-Parameter Field Meters & Sondes	\$100.00	
Ryan Fulton	Senior Engineer I	\$253	Multi-Parameter Continuous Remote Sensing	\$40.00	
Jamie Habben	Senior Scientist I	\$253	Field Rig (Field Vehicle & All Equipment)	\$200.00	
Steve Maricle	Senior Engineer I	\$253	Subcontractors Actual Expense Plus 10% Fee		
Michael Marson	Senior Scientist I	\$253	<i>Note: (1) Charged when overnight lodging is required. U.S. General Services Administration rates specified by location of work at gsa.gov.</i>		
Kara Mathews	Senior Scientist I	\$253			
Mitch Mysliwicz	Senior Engineer I	\$253			
David Vilas	Senior Scientist I	\$253			
Elizabeth Yin	Senior Scientist I	\$253			
Diana Engle	Senior Scientist II	\$272			
Amy Storm	Senior Scientist II	\$272			
Rachel Warren	Senior Engineer II	\$272			



California Schedule of Fees
 (Effective January 1, 2023 through December 31, 2023)
Confidential

Professional Services

Principal Professional III.....	\$335.00/hour
Principal Professional II.....	\$317.00/hour
Principal Professional I.....	\$280.00/hour
Senior Professional III.....	\$265.00/hour
Senior Professional II.....	\$254.00/hour
Senior Professional I.....	\$227.00/hour
Project Professional III.....	\$206.00/hour
Project Professional II.....	\$192.00/hour
Project Professional I.....	\$177.00/hour
Staff Professional III.....	\$160.00/hour
Staff Professional II.....	\$150.00/hour
Staff Professional I.....	\$135.00/hour
Managing Technician.....	\$165.00/hour
Principal Technician.....	\$190.00/hour
Technician IV.....	\$150.00/hour
Technician III.....	\$124.00/hour
Technician II.....	\$112.00/hour
Technician I.....	\$104.00/hour
GIS Specialist.....	\$175.00/hour
CADD Specialist.....	\$143.00/hour
CADD/GIS/Database II.....	\$135.00/hour
CADD/GIS/Database I.....	\$120.00/hour
Senior Technical Editor.....	\$150.00/hour
Technical Editor.....	\$125.00/hour
Biologist II.....	\$125.00/hour
Biologist I.....	\$115.00/hour
Project Assistant II.....	\$120.00/hour
Project Assistant I.....	\$99.00/hour

Expenses

Travel	
Airfare, car rental, cab, bus, parking.....	Actual cost
Lodging, meals, phone.....	Actual cost or negotiated per diem rates
Mileage	
Personal vehicle.....	Prevailing IRS rates
Company vehicle	
Daily rate.....	\$110/day + actual gas cost
Half day rate.....	\$55/half day + actual gas cost
Mileage.....	Prevailing IRS rates
Subcontractors/temporary service personnel.....	Actual cost plus 10%
Computers, specialized software, and communications.....	Special services at additional charge
Equipment	
Rentals (e.g., environmental monitors).....	Actual cost plus 10%
Fabrication in our shop.....	Labor plus materials
Misc. field equipment and supplies.....	Actual cost plus 10%
Meters, gauges, and monitors.....	Separate schedule available upon request

TERMS

Payment terms for professional services and expenses are net 30 days. Unpaid balance will be assessed a service fee of 1.5% per month.

NOTES

1. All fees are subject to local/state sales or gross receipts tax, as applicable.
2. Delivery of depositions or expert testimony will be billed at 1.5 times Fee Schedule rates.
3. Work requiring Health & Safety Level C or Level B protection will be billed as a surcharge, \$25 or \$50 per hour, respectively, to the Fee Schedule rates.
4. A service fee of 3% will be charged for credit card payments.
5. Hourly rates and expenses will be adjusted annually.



California Schedule of Fees
(Effective January 1, 2024 through December 31, 2024)
Confidential

Professional Services

Principal Professional III.....	\$335.00/hour
Principal Professional II.....	\$317.00/hour
Principal Professional I.....	\$280.00/hour
Senior Professional III.....	\$273.00/hour
Senior Professional II.....	\$262.00/hour
Senior Professional I.....	\$234.00/hour
Project Professional III.....	\$212.00/hour
Project Professional II.....	\$198.00/hour
Project Professional I.....	\$182.00/hour
Staff Professional III.....	\$165.00/hour
Staff Professional II.....	\$155.00/hour
Staff Professional I.....	\$139.00/hour
Managing Technician.....	\$170.00/hour
Principal Technician.....	\$196.00/hour
Technician IV.....	\$155.00/hour
Technician III.....	\$128.00/hour
Technician II.....	\$115.00/hour
Technician I.....	\$107.00/hour
GIS Specialist.....	\$180.00/hour
CADD Specialist.....	\$147.00/hour
CADD/GIS/Database II.....	\$139.00/hour
CADD/GIS/Database I.....	\$124.00/hour
Senior Technical Editor.....	\$155.00/hour
Technical Editor.....	\$129.00/hour
Biologist II.....	\$129.00/hour
Biologist I.....	\$118.00/hour
Project Assistant II.....	\$124.00/hour
Project Assistant I.....	\$102.00/hour

Expenses

Travel	
Airfare, car rental, cab, bus, parking.....	Actual cost
Lodging, meals, phone.....	Actual cost or negotiated per diem rates
Mileage	
Personal vehicle.....	Prevailing IRS rates
Company vehicle	
Daily rate.....	\$110/day + actual gas cost
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Subcontractors/temporary service personnel.....	Actual cost plus 10%
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Equipment	
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Fabrication in our shop.....	Labor plus materials
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5. Hourly rates and expenses will be adjusted annually.

EXHIBIT C

SCHEDULE

1. October 2023 through February 2024 data collection, compilation, and analysis will occur with the preparation of the Draft Water Year 2023 GSP Annual Report.
2. February 2024 Draft Water Year 2023 GSP Annual Report will be presented to the District Board and the Plumas County Board of Supervisors.
3. March 2024 Draft Water Year 2023 GSP Annual Report will be revised and finalized.
4. On or before the April 1, 2024, deadline, the final Water Year 2023 GSP Annual Report will be submitted to DWR.