



Local Agency Formation Commission of Napa County
Subdivision of the State of California

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We Manage Local Government Boundaries, Evaluate Municipal Services, and Protect Agriculture

Agenda Item 7a (Action)

TO: Local Agency Formation Commission

PREPARED BY: Brendon Freeman, Executive Officer

MEETING DATE: June 4, 2018

SUBJECT: Draft Request for Proposals for Countywide Water and Wastewater Municipal Service Review

RECOMMENDATION

It is recommended the Commission discuss the draft request for proposals (RFP) for the scheduled Countywide Water and Wastewater Municipal Service Review and consider providing formal direction to staff to circulate the RFP with any additional changes.

BACKGROUND

The Commission's recently adopted strategic plan includes a Countywide Water and Wastewater Municipal Service Review (MSR) to be completed over the next approximately 18 month period. In total, 14 local agencies that provide public water and/or wastewater service will be evaluated in the MSR. The MSR will address the Commission's state mandate to conduct an MSR for each subject agency in anticipation of future sphere of influence updates pursuant to California Government Code Sections 56425 and 56430.

On March 1, 2018, and March 9, 2018, staff conducted well attended scoping meetings with representatives from the subject agencies and other interested stakeholders to discuss shared objectives for the MSR. The consensus is that a consultant team with strong planning and engineering expertise will be needed to prepare a quality MSR of this breadth.

Following the scoping meetings, a focus group was formed to develop a draft RFP. The following individuals agreed to participate in the focus group:

- Tim Healy, Napa Sanitation District, General Manager
- Steve Hartwig, City of American Canyon, Public Works Director
- Phil Brun, City of Napa, Deputy Public Works Director
- Steve Rogers, Town of Yountville, Town Manager
- David Morrison, County of Napa, Director of Planning, Building, and Environmental Services
- John Stewart, Los Carneros Water District, Board of Directors

Margie Mohler, Chair
Councilmember, Town of Yountville

Scott Sedgley, Commissioner
Councilmember, City of Napa

Kenneth Leary, Alternate Commissioner
Councilmember, City of American Canyon

Brad Wagenknecht, Vice Chair
County of Napa Supervisor, 1st District

Diane Dillon, Commissioner
County of Napa Supervisor, 3rd District

Ryan Gregory, Alternate Commissioner
County of Napa Supervisor, 2nd District

Gregory Rodeno, Commissioner
Representative of the General Public

Vacant, Alternate Commissioner
Representative of the General Public

Brendon Freeman
Executive Officer

On April 10, 2018, staff circulated a preliminary draft RFP to all subject agencies and other stakeholders for review and comment.

On May 24, 2018, the focus group convened and reviewed all comments on the preliminary draft RFP. The focus group reached agreement on the specific concepts, language, and scope of services to be included in the draft RFP (Attachment One).

SUMMARY

The Commission will review the draft RFP and consider providing formal direction to staff to circulate the RFP with any changes as desired by members of the Commission. If additional changes to the draft RFP are needed, it would be appropriate for the Commission to authorize the Executive Officer to continue working with the focus group to finalize the RFP before it is released.

Staff anticipates working with members of the focus group to evaluate each submitted proposal and interview the top three candidates in July. Staff would then return with a recommendation to formally enter into a contract with a preferred consultant at the Commission's August 6, 2018 meeting.

The Commission previously completed a Countywide Water Service MSR in October 2004, and a Countywide Sanitation and Wastewater Service MSR in September 2005. The purpose and potential benefits of the new Countywide Water and Wastewater Services MSR include, but are not limited to, the following:

- Address all mandated MSR factors for each subject agency
- Inform future agency-specific SOI updates
- Evaluate the viability of forming a single agency that would manage and operate all public water and wastewater utility systems in Napa County (or Valley-specific)
- Identify the existence and location of existing outside-agency services provided
- Identify opportunities to implement the AB 402 Pilot Program
- Assess technical, managerial, and financial capacities of each agency and identify opportunities for improvement in these areas
- Evaluate each agency's compliance with state regulations, orders, new laws, etc.
- Identify opportunities for shared services, resources, equipment, facilities, etc.
- Identify opportunities for governance reorganizations such as consolidations, mergers, and dissolutions
- Address the need to determine the appropriate long-term service and governance structure for the Congress Valley Water District
- Identify service capacities and deficiencies for each affected agency
- Provide a countywide cost comparison in terms of service charges, rates, fees, etc.
- Encourage more recycled water supply and use
- Identify the optimal service arrangement for future generations

It is important to note the cities of American Canyon, Napa, St. Helena, Calistoga, Town of Yountville, Napa Sanitation District, and the County of Napa are conducting a parallel work product to update the 2050 Napa Valley Water Resources Study (2050 Water Study) and develop a Drought Contingency Plan. The work is being conducted by Brown and Caldwell Consultants and is scheduled to start in July 2018. A draft scope of services for the 2050 Water Study is included as Attachment Two. This work and the MSR overlap in the areas of data gathering, analysis, future capital planning, and organizational approaches to deliver projects. With this in mind, staff recommends the MSR consultant coordinate with Brown and Caldwell to avoid duplication of effort and separate outreach to affected agencies.

ATTACHMENTS

- 1) Draft RFP for Countywide Water and Wastewater MSR
- 2) Draft Scope of Services for 2050 Water Study

Local Agency Formation Commission of Napa County



Request for Proposals

Countywide Water and Wastewater
Municipal Service Review

Response due by July 13, 2018 at 12:00 p.m.

Issued June 5, 2018

REQUEST FOR PROPOSALS FOR COUNTYWIDE WATER AND WASTEWATER MUNICIPAL SERVICE REVIEW

Local Agency Formation Commissions (LAFCOs) are local public regulatory and planning agencies created by the State Legislature to coordinate the orderly development of local agencies, such as cities and special districts, and associated provision of public services. This is accomplished primarily through the regulation of public agency boundaries. Periodic comprehensive analyses, such as municipal service reviews (MSRs), help guide these decisions.

Objective

The Local Agency Formation Commission of Napa County (“Napa LAFCO”) is seeking proposals from experienced consultants with Municipal Service Review (MSR) and LAFCO experience and knowledge, and water and wastewater service expertise to prepare a Countywide MSR covering water and wastewater services in Napa County. Multiple firms may propose to work together as a team or joint venture.

The Countywide Water and Wastewater MSR will review services of 14 public agencies providing water, recycled water, and/or wastewater service in Napa County, including five cities and nine special districts. This work is to be completed in compliance with California Government Code Section 56430.

The cities of American Canyon, Napa, St. Helena, Calistoga, Town of Yountville, Napa Sanitation District, and the County of Napa are conducting a parallel work product to update the 2050 Napa Valley Water Resources Study (2050 Study) and develop a Drought Contingency Plan (DCP) using partial grant funding. The work is being conducted by Mike Savage at Brown and Caldwell Consultants and is scheduled to start in July 2018. This work and the MSR overlap in the areas of data gathering, analysis, future capital planning and organizational approaches to deliver projects; therefore the selected consultant for the MSR needs to coordinate with Brown and Caldwell to avoid duplication of effort and separate outreach to affected agencies.

In addition to comprehensively reviewing public agencies, the scope of work also involves a lower level of review for other service providers (e.g., private, regional, state, related to the provision of water, recycled water, and wastewater services in Napa County).

The MSR should evaluate the formation of a municipal utility district that manages water, wastewater, recycled water, and groundwater service (or subset thereof) to either Napa Valley or Napa County as a whole.

The MSR is intended to serve as a tool to help Napa LAFCO, affected local agencies, and the public better understand the existing public service structure and consider alternatives that would optimize long-term service delivery. LAFCO, local agencies, or the public may subsequently use the MSR, together with additional analysis where necessary, to pursue changes in governance structure, jurisdictional boundaries, and/or spheres of influence (SOIs).

About Napa County

Napa County was one of the original counties of California, created in 1850 at the time of statehood. Napa County is located in the San Francisco Bay Area and is adjacent to Lake, Solano, Sonoma, and Yolo Counties. Napa County is approximately 789 square miles in size. As of January 1, 2017, the population for Napa County is estimated at 142,408 (California Department of Finance).

Napa County, once the producer of many different crops, is known today for its regional wine industry. Urban growth in Napa County is limited by the Agricultural Preserve, which is landmark zoning ordinance that reflects a commitment to agriculture as the “highest and best use” of land outside of the local town and cities. When the Board of Supervisors approved the ordinance on April 9, 1968, it was the first of its kind in the nation.

Expectations of the Consultant

The successful firm(s) will accomplish the following:

1. The MSR should use all available information including interviews, surveys, previous research, reports, engineering reports, adopted budgets, audit reports, state department reports, local health department reports, general plans, previous MSRs and SOI Updates, authorities under the law, etc. Examples of previous MSRs and SOI Updates can be found on the Napa LAFCO website (http://www.napa.lafco.ca.gov/s_municipal_reviews.aspx). Sufficient data and information should be collected to construct an accurate, clear, concise, current, and comprehensive report.
2. The MSR should reflect local Napa LAFCO policies where applicable. Specific information can be found on the Napa LAFCO website (www.napa.lafco.ca.gov/p_general_policies.aspx).
3. Development of the MSR should involve regular and effective communication with affected agencies and Napa LAFCO staff.
4. Development of the MSR should be conducted in a fair, accurate, and objective manner.

5. The MSR should provide valuable and practical conclusions for improvements, modifications, interagency options, and/or organizational changes to enhance and improve water and wastewater services where appropriate, including regional opportunities, reorganization, consolidation, partnerships, dissolution, cooperative agreements and other changes.
6. Development of the MSR should provide effective and meaningful opportunities for public participation in the review process.
7. The MSR consultant will coordinate efforts with Brown and Caldwell related to the 2050 Study update.
8. The consultant should be prepared to make presentations at approximately four public workshops as part of an extensive public outreach effort associated with the MSR.

Scope of Services

A Draft Scope of Services is attached to this RFP as Exhibit A. A final statement of services will be negotiated with the firm(s) selected to conduct the MSR and will be included as part of the professional services agreement. A Sample Professional Services Agreement is attached to this RFP as Exhibit B.

Budget

LAFCO has limited resources to devote to MSRs. Proposals that demonstrate the final product will meet the requirements of the Cortese-Knox-Hertzberg (CKH) Act and provide useful information in a concise format will be looked upon most favorably. A final budget amount for this project will be negotiated with the firm(s) selected for the work prior to execution of an agreement.

Proposal Requirements

The proposal shall be specifically responsive to this request and shall include, but not necessarily be limited to, the following:

1. A statement about the firm(s) that describes history, as well as the competencies and resumes of the principals and all professionals who will be involved in the work. This statement should address the following:

General Expertise:

- Familiarity with the CKH Act, the role and functions of LAFCO, and the MSR process.
- A management level understanding of how municipal services are planned, financed, and delivered, including engineering master plans.
- Experience in governmental organization analysis, including performance measurement and evaluation.

- Ability to analyze and present information in an organized format.
- Ability to interpret varied engineering, financial, and planning documents.
- Ability to facilitate and synthesize input from stakeholders.
- Familiarity with public input processes and experience presenting and disseminating public information for review and comment in a public setting, including town hall meetings and public workshops.
- Experience in identifying and fostering multi-agency partnerships and cooperative problem-solving.
- Ability to provide flexible and creative alternatives where necessary to resolve service and policy issues.
- Ability to work cooperatively with divergent interests.

Water and Wastewater Service Expertise:

- Expertise in various aspects of water service provision, including supply, quality, delivery, recycled water, demand projection, water conservation and stewardship, groundwater recharge and pumping, stormwater runoff, etc.
 - Expertise in various aspects of wastewater service provision, including collection, conveyance, treatment, beneficial reuse, disposal, etc.
 - Expertise in the financial analysis of water, recycled water, and wastewater service delivery systems, including identifying financial constraints, opportunities, cost avoidance opportunities, and rate structures.
 - Expertise in water and wastewater service organization analysis, including evaluating government structure options (e.g., consolidation, reorganization, dissolution) and related advantages and disadvantages of these options.
 - Experience with various types of water and wastewater service providers and regulators in California (i.e., public works departments, water and sewer districts, flood control districts, private water companies, mutual water companies, shared water systems, county and state regulatory agencies (specifically the San Francisco Regional Water Quality Control Board and Central Valley Regional Water Quality Control Board), etc.).
2. Identification of the lead professional responsible for the project and identification of the professional(s) who will be performing the day-to-day work. Note that any subsequent changes in staff performing the work will require prior approval by Napa LAFCO.
 3. Identification of any sub-consulting firms who will be involved. If sub-consultant firms are proposed, describe the work they will perform and include the same information for each sub-consultant as required for items 1 and 2 above.

4. Documentation of similar or related experience accomplished in the last five years and references for each such project, including the contact name, address, and telephone number. Electronic copies of, or links to, such analyses must be provided. Prior directly related experience will be an important consideration in the selection of a consultant.
5. Description of the anticipated approach for this project, explicitly discussing and identifying any suggested changes to the Draft Scope of Services (Exhibit A). The consultant should propose its scope to accomplish the listed goals and tasks.
6. Identify how the consultant plans to engage with Brown and Caldwell to coordinate scope and deliverables on the MSR and 2050 Study update.
7. Disclosure of potential conflicts of interest with local agencies in Napa County.
8. Provide a preliminary project schedule showing start and ending times for each work task, and indicate strategies for adhering to the schedule. This can be done with a Gantt chart.
9. The anticipated project cost, including:
 - a. A not-to-exceed total budget amount.
 - b. The cost for each major sub-task identified in the Draft Scope of Services.
 - c. The hourly rates for each person who will be involved in the work, including the rates for any associate consultants.

Additional Information

Agreement Provisions:

Napa LAFCO reserves the right to reject any and all proposals, waive any irregularity in the proposals, and/or to conduct negotiations with any firms or individuals, whether or not they have submitted a proposal. The Commission's initial Sample Professional Services Agreement is attached to this RFP as Exhibit B. Although the attached Sample Professional Services Agreement is subject to revision before execution by the parties, by submission of a proposal or statement of qualification the potential contractor indicates that except as specifically and expressly noted in its submission, it has no objection to the Sample Professional Services Agreement or any of its provisions, and if selected will enter into a final agreement based substantially upon the Sample Professional Services Agreement.

No prior, current, or post award verbal conversations or agreement with any officer, agent, or employee of Napa LAFCO shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP. The selected consultant's proposal will become part of the agreement. Price quotations and other time-dependent information contained in any proposal shall remain firm for a minimum of 90 days from the proposal submission deadline.

Non-Conforming Terms and Conditions:

Any proposal that includes terms and conditions that do not conform to this RFP is subject to rejection as non-responsive. Napa LAFCO reserves the right to waive any informalities or minor irregularities in connection with proposals received. Napa LAFCO reserves the right to permit a consultant to withdraw non-conforming terms and conditions from their proposal prior to the Commission taking action.

Collusion Among Respondents:

Each consultant, by submitting a proposal, certifies that it is not party to any collusive action relating to this RFP.

Conflict of Interest:

Proposers warrant and covenant that no official or employee of Napa LAFCO, nor any business entity in which an official of Napa LAFCO has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to Napa LAFCO. Proposers will notify LAFCO of any potential conflict of interest regarding other work or third party contracts.

Consultants:

During the preparation phases, Napa LAFCO reserves the right to hire consultants as necessary, in its discretion, to represent the Commission in this project.

Expenses Incurred:

There is no expressed or implied obligation for Napa LAFCO to reimburse consultants for any expenses associated with the response to this RFP.

Late Submissions:

Any proposal received after 12:00 p.m. PST on July 13, 2018 will not be considered.

Public Records:

Until award of a contract, the proposals shall be held in confidence and shall not be available for public review. No proposal shall be returned after the date and time set for the opening thereof. All proposals shall become the property of Napa LAFCO, and upon award of a contract to the successful proposer, all proposals shall be public records.

About Us

Napa LAFCO is staffed with one full-time Executive Officer and one part-time Secretary. The Commission is represented by two county members, two city members, and one member of the public. Napa LAFCO's annual budget is approximately \$0.5 million. Napa LAFCO oversees five incorporated cities and 18 special districts in Napa County.

Proposal Submittal

Confirmation of receipt is the responsibility of the sender. Proposals received after the deadline will not be considered. Questions regarding the RFP shall be directed to the Executive Officer via e-mail at BFreeman@napa.lafco.ca.gov or telephone at (707) 259-8645.

Proposals shall be submitted electronically to BFreeman@napa.lafco.ca.gov or mailed to:

Napa LAFCO
Attn: Brendon Freeman, Executive Officer
1030 Seminary Street, Suite B
Napa, California 94559

Proposal deadline: **12:00 p.m. on Friday, July 13, 2018**

Proposal Evaluation Process

Napa LAFCO staff will review each proposal and evaluate the ability of each firm(s) to meet the expectations defined herein. References will be contacted. The proposals will be ranked and the top firms will be invited to an interview with staff, Commissioners, and representatives from local agencies. The principal of the firm is required to be present during the interview. A consultant will then be selected and the contract approval process will begin. Napa LAFCO may modify this evaluation process as appropriate or needed.

Interviews with top ranked consultants will be held in Napa County during the week of July 23-27, 2018.

Consultant Selection Process

Napa LAFCO reserves the right to award a contract to the firm(s) or individual(s) that presents the proposal which, in the sole judgment of Napa LAFCO, best accomplishes the desired results. Napa LAFCO reserves the right to reject any or all proposals, to waive minor irregularities in said proposals, or to negotiate deviations with the successful firm(s). The following attributes will be considered in determining the award of the contract:

1. Understanding of the project and commitment to meet the expectations outlined in this RFP.
2. Ability to build and maintain effective relationships with Napa LAFCO and local agency staff.
3. Ability of the proposed staff to understand the goals of the study and the professional/technical competency to produce an excellent product.

4. Quality and comparability of previous related work products on which the proposer was the sole or lead consultant.
5. Ability to produce an accurate, concise, and well-researched product.
6. Provide clear and reasonable outline of cost estimates and past performance with staying within budget.
7. Ability to meet the Draft Scope of Services included as Exhibit A.
8. Communication approach with staff, Commissioners, and local agencies.

Tentative Schedule

It is strongly desired that the MSR is completed by December 2019. The final schedule for the MSR will be negotiated with the firm(s) selected for the work prior to an agreement being recommended to LAFCO for adoption.

LAFCO Contact

Brendon Freeman, Executive Officer
Napa LAFCO
1030 Seminary Street, Suite B
Napa, CA 94559
(707) 259-8645

Exhibits:

- A) Draft Scope of Services
- B) Sample Professional Services Agreement

REQUEST FOR PROPOSALS FOR COUNTYWIDE WATER AND WASTEWATER MUNICIPAL SERVICE REVIEW

SCOPE OF SERVICES

Napa LAFCO intends to conduct a municipal service review (MSR) for all water and wastewater service providers in Napa County. Napa LAFCO previously completed a Comprehensive Water Service Study in 2004 and a Comprehensive Sanitation and Wastewater Treatment Study in 2005. These reports are available online at http://www.napa.lafco.ca.gov/s_municipal_reviews.aspx.

The information necessary to conduct the MSR is technical in nature. LAFCO desires to engage a consultant to gather information, draw conclusions from existing studies, including engineering studies, conduct public outreach sessions, and develop recommendations to the Commission about what actions may be appropriate in light of the Cortese-Knox-Hertzberg Act. A final scope of services will be negotiated with the firm(s) selected to conduct the Countywide Water and Wastewater MSR and will be incorporated as part of a professional services agreement to be approved by LAFCO.

Municipal Service Review (MSR) Guidelines

The Cortese-Knox-Hertzberg Act requires LAFCOs to complete MSRs to develop baseline information for updating spheres of influence (SOIs). The statute sets forth the form and content of the MSR, which must inform the Commission on the following seven issues pursuant to California Government Code Section 56430:

1. Growth and population projections for the area.
2. The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.
3. Capacity of public facilities, adequacy of public service and infrastructure needs or deficiencies.
4. Financial ability of agencies to provide services.
5. Status of, and opportunities for, shared services.
6. Accountability for community service needs, including governmental structure and operation efficiencies.
7. Any other matter related to effective or efficient service delivery.

Additionally, Napa LAFCO's adopted Policy on MSRs requires the Commission to make additional determinations with respect to the relationship with regional growth goals and policies.

Objectives & Expectations of the Consultant

In completing all tasks and work products, it is the express desire of LAFCO for the consultant to:

- Comply with Government Code Section 56430; specifically, to enable the Commission to make determinations with respect to the seven factors delineated in the statute.
- Create a product that will be useful to the Commission in subsequent reviews of spheres of influence and proposals for changes of organization.
- Conduct the required analyses in the most cost-effective manner possible.
- Whenever possible, utilize information that is currently available rather than initiate new analyses, including but not limited to urban water management plans, water supply assessments, capital improvement plans, engineering master plans, financial master plans, other relevant master plans, city and county general plans, adopted budgets, audits, previous MSR, and information regarding Disadvantaged Unincorporated Communities (DUCs) completed by local agencies or LAFCO.
- Conduct the service review process in a collaborative fashion with opportunities for input and review by each of the agencies being reviewed.
- Create a product that will be beneficial to public agencies as a planning tool.
- Create a product that evaluates the current state of delivering services and presents recommendations, options, opportunities, comparisons to other areas, and industry best practices to be considered by agencies to enhance future service delivery.
- Provide comparisons to other areas, and industry best practices to be considered by agencies to enhance future service delivery.
- Coordinate scope and deliverables with Brown and Caldwell on the 2050 Study update to streamline data acquisition, analysis, and identification of organizational approaches to delivering cooperative or regional projects identified in the 2050 Study.
- Create a product that will allow practical direct comparison between agencies offering similar services.
- Have all published work products be readily accessible to, and easily understandable by, the general public.
- The consultant should be prepared to make presentations at approximately four public workshops as part of an extensive public outreach effort associated with the MSR.

The consultant is expected to use all available information relevant to the MSR including interviews, surveys, previous research, reports, engineering reports, adopted budgets, audit reports, state regulatory agency reports, general plans, previous MSR/SOI studies, authorities under the law, etc. Sufficient data and information should be collected to construct a clear, concise, and comprehensive report.

MSR Process & Deliverables

Preparation of the MSR and SOI Update will include the following steps:

1. Data collection: including distribution of requests for information, as well as soliciting the subject local agencies for additional information, interviews, research of existing information, and documents available to prepare the reports. Meetings and/or telephone interviews with staff representing all subject local agencies are required.
2. Review, interpretation, and analysis of all the information collected, including engineering reports and financial data.
3. Produce an Administrative Draft MSR, including boundary maps of the agencies, appropriate findings, determinations, and recommendations for Napa LAFCO staff review (electronic Word version). A copy of all reference materials should also be provided. Incorporate LAFCO staff comments, edits, and corrections to the Administrative Draft MSR and submit a revised Administrative Draft MSR for distribution to the affected agencies for review and comment (electronic PDF and Word versions).
4. Produce a Draft MSR incorporating comments, edits, and corrections provided by the affected agencies. Submit the Draft MSR to Napa LAFCO for distribution to the Commission, affected agencies, and the public for review and comment (electronic PDF and Word versions). Attendance at the Commission meeting to present the Draft MSR for discussion is required.
5. Produce a Final MSR addressing comments from the Commission, Napa LAFCO staff, affected agencies, and the public. This includes findings, determinations, and recommendations (electronic PDF and Word versions). Attendance at the Commission meeting to present the Final MSR proposed for adoption is required.
6. Napa LAFCO will be responsible for determining the appropriate level of environmental review and preparing all CEQA documentation for the MSR. CEQA analysis should not be included in the proposal.
7. Following Commission approval of the MSR, provide Napa LAFCO with a final electronic version (both PDF and Word versions) for distribution.

Agency profiles should include the following information as a minimum:

- The total population and the total number of service connections currently receiving service, for each service by agency.
- All areas currently receiving water, recycled water, and/or wastewater service that are outside the existing agencies' boundaries.
- The existing and projected water, recycled water, and/or wastewater service demand for each agency for the next 5, 10, and 20 years.
- Current and projected water and wastewater treatment capacity.
- Current and projected recycled water capacity, level of treatment, and end use of recycled water.
- The existing and projected (5, 10, and 20 year) available water supply including sources. The analysis should include normal and dry year scenarios.
- Any formal Joint Powers Agreements (JPAs) related to the provision of water and/or wastewater services.
- Any Regional Water Quality Control Board or State Water Resources Control Board actions, treatment plant NPDES permit violations, or compliance orders.
- Other relevant programs or facilities managed in a cooperative effort with other agencies.
- Information on DUCs as required by Government Code Section 56430(a), paragraph (2) and (3).
- A listing of non-public agency service providers operating within the boundaries of the agency, as identified by LAFCO or the subject agency.
- Recent and planned major capital improvements, with a particular focus on core infrastructure related to supply, transmission, and treatment.
- Maps as required by number 3. LAFCO staff is able to assist with preparation of maps.
- General financial information, including information on reserves, rates, capital spending, and debt, salaries, and benefits.
- A summary of information and services available on the agency's website.

Other Important Water & Wastewater Service Considerations

In addition to those issues contained in the statute, the following is a working list of water and wastewater service issues and topics that have also been identified for discussion in the Countywide Water and Wastewater MSR:

- Water service issues such as groundwater supplies and pumping, groundwater recharge and over-drafting, water conservation, recycled water, flood control and stormwater runoff.
- Water quality concerns (e.g. septic system concerns, nitrates, etc.).
- Coordination or conflict with private water service providers.
- Identification of best practices in long-term water, recycled water, groundwater, storm water, and wastewater service planning.
- In regards to growth and population (demand) projections, there should be a general assessment of the level of coordination between water/wastewater agencies and underlying land use agencies (e.g. special district input on city/county general plans and large development proposals, city/county input on Urban Water Management Plan, etc.).
- The study should evaluate the creation of a countywide municipal utility district that manages water, recycled water, groundwater, storm water, and wastewater for the entire county
- General assessment of emergency preparedness.
- General assessment of ability to replace infrastructure as it ages (adequate rate structure/reserves).
- Water or wastewater service deficiencies and/or need for service for purposes of California Government Code Section 56133.5 (AB 402 Pilot Program).
- Identification of areas outside of current service area and SOIs that need future water/wastewater/recycled water services.
- Identification and assessment of opportunities to enhance, modify, and improve how water and wastewater service is delivered in the following areas:
 - Water supply including local supplies, State Water Project (including the role of Flood Control District), groundwater, recycled water, and other potential sources
 - Water and wastewater treatment
 - Water and wastewater interconnections among agencies
 - Service to Napa Airport Industrial Area (American Canyon, City of Napa and Napa Sanitation District)
 - City of Napa and Napa Sanitation District
 - City of Napa and Congress Valley Water District
 - Town of Yountville and State Veterans Home (Rector Reservoir and treatment plant)
 - Formation of a municipal utility district that manages water, wastewater, recycled water, and groundwater service (or subset thereof) to either Napa Valley or Napa County as a whole.

Other agencies may also be included in the MSR to the extent necessary to establish relationships, quantify services and provide a comprehensive overview of services countywide. In addition to reviewing the public agencies, the scope of work may involve limited review of other public and private entities to the extent they relate to the overall provision of water, recycled water, groundwater, storm water, and/or wastewater services in Napa County.

In accordance with AB 54, LAFCO prepared a Profile Directory of Mutual Water Companies (MWCs) in Napa County in 2013 that includes maps of their service areas and additional information that may be used in the MSR.

Affected Agencies

CONSULTANT shall be responsible for organizing and preparing the MSR in compliance with California Government Code Section 56430 for the following 14 local agencies in Napa County. The MSR should only review water, recycled water, groundwater, storm water, and wastewater services.

- City of American Canyon (water, recycled water, and wastewater)
- City of Calistoga (water, recycled water, and wastewater)
- City of Napa (water)
- City of St. Helena (water, recycled water, and wastewater)
- Town of Yountville (water, recycled water, and wastewater)
- Circle Oaks County Water District (water and wastewater)
- Congress Valley Water District (water)
- Lake Berryessa Resort Improvement District (water and wastewater)
- Los Carneros Water District (recycled water)
- Napa Berryessa Resort Improvement District (water and wastewater)
- Napa County Flood Control and Water Conservation District (water)
- Napa River Reclamation District No. 2109 (wastewater)
- Napa Sanitation District (recycled water and wastewater)
- Spanish Flat Water District (water and wastewater)

AGREEMENT NO. _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, _____, by and between the Local Agency Formation Commission of Napa LAFCO, a political subdivision of the State of California, hereinafter referred to as "LAFCO", and _____ **[TYPE IN LEGAL NAME OF CONTRACTOR; IF THE CONTRACTOR USES A FICTITIOUS BUSINESS NAME AS WELL, ADD "doing business as _____"; IF THE CONTRACTOR IS A CORPORATION, ADD THE STATE OF INCORPORATION BY SAYING, "a _____ corporation.**

RECITALS

WHEREAS, LAFCO wishes to obtain specialized services in order to _____; and

WHEREAS, CONTRACTOR represents that it is qualified and willing to provide such specialized services to LAFCO under the terms and conditions set forth herein.

TERMS

NOW, THEREFORE, LAFCO hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve LAFCO in accordance with the terms and conditions set forth herein:

- 1. Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on _____, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict), except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to LAFCO shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). **[IF THE TERM NEEDS TO ROLLOVER, ADD THE FOLLOWING:** The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. Such notice of nonrenewal may be given on behalf of LAFCO by the Napa LAFCO Executive Officer or designee thereof. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.]

2. **Scope of Services.** CONTRACTOR shall provide LAFCO those services set forth in Exhibit "A", attached hereto and incorporated by reference herein. All work performed by CONTRACTOR under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in CONTRACTOR's field of expertise.

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, LAFCO shall pay CONTRACTOR at the rates set forth in Exhibit "B", attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by LAFCO. **[OR, USE THIS ALTERNATE LANGUAGE]** Travel and other expenses will be reimbursed by LAFCO upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the policy(s) set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement **[ADD "per fiscal year" IF PARAGRAPH 1 HAS AN AUTOMATIC ROLLOVER]** shall be a total of _____ (\$_____) for professional services and _____ (\$_____) for expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred. **[DELETE THE TWO REFERENCES TO EXPENSES IF (b) SAYS NO EXPENSES WILL BE REIMBURSED]** In no instance shall LAFCO be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. CONTRACTOR shall be paid at the times and in the manner set forth in this Agreement. The consideration to be paid CONTRACTOR, as provided in this Agreement, shall be in compensation for all of CONTRACTOR's expenses incurred in the performance of work under this Agreement, including travel and expenses, unless otherwise expressly so provided.

4. **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to LAFCO of an itemized billing invoice in a form acceptable to the LAFCO Executive Officer which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Invoices shall also indicate the number of hours worked by each of CONTRACTOR's personnel and reimbursable costs incurred to the date of such billing since the date of the preceding billing, if any. The invoices shall include documentation of reimbursable expenses and other invoiced items sufficient for LAFCO, in its opinion, to substantiate billings.

(b) CONTRACTOR shall submit invoices not more often than monthly to the Executive Officer. Approved invoices shall be submitted to the Napa County Auditor for payment no later than fifteen (15) calendar days following receipt. CONTRACTOR shall be notified within fifteen (15) calendar days following receipt of its invoice by LAFCO of any circumstances or data identified by LAFCO in CONTRACTOR's written billing which would

cause withholding of approval and subsequent payment. LAFCO reserves the right to withhold payment of disputed amounts. **[DELETE ALL SENTENCES AND PHRASES IN THIS SUBPARAGRAPH WHICH REFER TO EXPENSES IF PARAGRAPH 3(b) DOES NOT PROVIDE FOR EXPENSE REIMBURSEMENT]**

(c) Legal status. So that LAFCO may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the LAFCO Executive Officer upon request in a form satisfactory to the LAFCO Executive Officer. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, LAFCO employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that LAFCO may monitor the work performed by CONTRACTOR. LAFCO shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **[Reserved.]**

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide LAFCO with certification of all such coverages as set forth in subsection (c), below.

(b) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under

this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

[COMMENT: IF THIS IS A CONSTRUCTION CONTRACT, CHECK WITH LAFCO'S RISK MANAGER FOR THE CORRECT AGGREGATE AMOUNT, BEFORE LETTING BIDS BECAUSE THE AMOUNTS MUST BE STATED IN THE BID SOLICITATION, NOT JUST IN THE EVENTUAL CONTRACT DOCUMENT]

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 7(a) and (b), above, shall be evidenced by one or more certificates of coverage or, with the consent of LAFCO's Risk Manager, demonstrated by other evidence of coverage acceptable to LAFCO's Risk Manager, which shall be filed by CONTRACTOR with LAFCO's Executive Officer prior to commencement of performance of any of CONTRACTOR's duties. Such certificate(s) shall (1) reference this Agreement by its LAFCO number or title;(2) shall provide that LAFCO shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and (3) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(d) For the commercial general liability insurance coverage referenced in 7(b)(1) and the comprehensive automobile liability insurance coverage referenced in 7(b)(3), CONTRACTOR shall also file with the evidence of coverage, an endorsement from the insurance provider naming LAFCO, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. The certificate or other evidence of coverage shall also provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of LAFCO shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to LAFCO with respect to any insurance or self-insurance programs maintained by LAFCO. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by LAFCO's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(e) Deductibles/Retentions. Any deductibles or self-insured retentions shall be

declared to, and be subject to approval by, LAFCO's Risk Manager, which approval shall not be denied unless the LAFCO's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by LAFCO's Risk Manager, if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects LAFCO, its officers, employees, agents and volunteers, or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

8. **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify LAFCO and the officers, agents, employees and volunteers of LAFCO from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, including any patent or copyright infringements, but excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of LAFCO or its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and periodic rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold LAFCO and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

9. **Termination.**

(a) LAFCO shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving CONTRACTOR fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to CONTRACTOR at the address indicated in Section 13.

(b) If LAFCO issues a notice of termination:

(1) Contractor shall immediately cease rendering services pursuant to this Agreement.

(2) Contractor shall deliver to LAFCO copies of all Writings, whether or not completed, which were prepared by Contractor, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only LAFCO shall be entitled to claim or apply for the copyright or patent thereof.

(3) LAFCO shall pay Contractor for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 3, less any compensation to LAFCO for damages suffered as a result of Contractor's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 4. However, if this Agreement is terminated because the work of Contractor does not meet the terms or standards specified in this Agreement, then LAFCO shall be obligated to compensate Contractor only for that portion of Contractor's services which is of benefit to LAFCO. LAFCO may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to LAFCO from CONTRACTOR is determined.

10. **Time.** Time is of the essence in this Agreement.

11. **Campaign Contribution Disclosure.** Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "C."

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

LAFCO

Brendon Freeman, Executive Officer
1030 Seminary Street, Suite B
Napa, CA 94559

CONTRACTOR

[Name]
[Address]

14. **National Labor Relations Board Certification.** CONTRACTOR, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONTRACTOR within the immediately preceding two-year period because of CONTRACTOR's failure to comply with an order of a federal court which orders CONTRACTOR to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

15. **Confidentiality.** Confidential information is defined as all information disclosed to CONTRACTOR which relates to LAFCO's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of LAFCO, expressed through its Executive Officer. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to LAFCO all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by LAFCO.

16. **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of LAFCO, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for LAFCO to withhold its consent to assignment. For purposes of this subparagraph, the consent of LAFCO may be given by the Executive Officer.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only LAFCO, through its Commission in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A". Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

(a) Interpretation. The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place

any interpretation upon any of the provisions of this Agreement. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of LAFCO by the State of California pursuant to agreement between LAFCO and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation

available upon request to LAFCO for inspection.

(c) Americans with Disabilities Act (ADA) of 1990. By signing this Agreement, CONTRACTOR assures LAFCO 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, including but not limited to those found within the Code of Federal Regulations, title 49, parts 27, 37, and 38.

(d) Drug-Free Certification. By signing this Agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

(1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.

(2) Establish a Drug-Free Awareness Program to inform employees about:

- i. The dangers of drug abuse in the workplace;
- ii. The person's or the organization'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 for drug abuse violations.

(3) Every employee of CONTRACTOR who works under this Agreement shall:

- i. Receive a copy of CONTRACTOR's Drug-Free Workplace Policy Statement; and
- ii. Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

(e) Union Organizing: By signing this Agreement, CONTRACTOR hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

(1) CONTRACTOR will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.

(2) CONTRACTOR will not meet with employees or supervisors on LAFCO or state property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

(3) No funds received from LAFCO under this Agreement shall be used to assist, promote, or deter union organizing.

(f) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on

amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold LAFCO harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that LAFCO is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish LAFCO with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** LAFCO, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after LAFCO makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and LAFCO each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to LAFCO and shall not, during the term of this Agreement, acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as LAFCO may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of LAFCO relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, LAFCO may terminate this Agreement immediately upon giving written notice without further obligation by LAFCO to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that LAFCO has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

By authorizing its Chair to execute this Agreement on its behalf, LAFCO's Commission hereby determines in writing on behalf of LAFCO that CONTRACTOR has been hired to perform a

range of duties so limited in scope as to not be required to comply with such disclosure obligation.

24. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the public generally.

25. **Ownership; Permission.**

- a. CONTRACTOR agrees that all work products, including but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of LAFCO, provided that CONTRACTOR may retain file copies of said work products. CONTRACTOR shall provide said work products to LAFCO upon request.
- b. CONTRACTOR represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by CONTRACTOR or that all required permissions and license agreements have been obtained and paid for by CONTRACTOR; and (ii) LAFCO is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in Exhibit "A." CONTRACTOR shall defend, indemnify and hold harmless LAFCO and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

26. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

27. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

28. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

29. **Entirety of Contract.** This Agreement, including any documents expressly incorporated

by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

30. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

[SIGNATURES ON THE FOLLOWING PAGE]

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

TYPE IN LEGAL NAME OF CONTRACTOR; IF THE CONTRACTOR USES A FICTITIOUS BUSINESS NAME AS WELL, ADD "doing business as" FOLLOWED BY THE FICTITIOUS BUSINESS NAME]

By _____
[NAME] , [Title]

[IF CONTRACTOR IS A CORPORATION, EITHER ADD A SECOND SIGNATURE LINE AND MAKE SURE THAT ONE SIGNATURE IS BY THE CORPORATION'S PRESIDENT, VICE-PRESIDENT OR CHAIRMAN AND THE OTHER IS BY THE SECRETARY, TREASURER OR CHIEF FINANCIAL OFFICER OR OBTAIN AUTHORIZATION FROM THE CORPORATION FOR A SINGLE PERSON OR POSITION TO SIGN THE CORPORATION'S CONTRACTS]

By _____
[NAME] , [Title]

"CONTRACTOR"

Local Agency Formation Commission of Napa County, a political subdivision of the State of California

By _____
 , Commission Chair

"LAFCO"

ATTEST: Clerk of LAFCO

By: _____

<p>APPROVED AS TO FORM Commission Counsel</p> <p>By: _____</p> <p>Date: _____</p>
--

<p>APPROVED BY LAFCO</p> <p>Date: _____</p> <p>Processed by: _____</p> <p>Clerk of LAFCO</p>

DRAFT

EXHIBIT “A”

Scope of Work

(Include detailed description of tasks to be performed and timing)

DRAFT

EXHIBIT “B”

Rates of Compensation/Expenses

(Include detailed description of terms of payment, e.g., specify fixed amount with no reimbursable costs, specify hourly rate with identified reimbursable costs up to a “not to exceed” figure)

DRAFT

EXHIBIT "C"
LEVINE ACT DISCLOSURE STATEMENT

(To be completed by all proposers on LAFCO consultant contracts)

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the Napa County LAFCO are:

Margie Mohler	Diane Dillon
Gregory Rodeno	Brad Wagenknecht
Scott Sedgley	Ryan Gregory, Alternate
Kenneth Leary, Alternate	Vacant, Alternate

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any LAFCO Commissioner(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications? YES NO

If yes, please identify the Commissioner(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any LAFCO Commissioner(s) in the three months following the award of the contract?

YES NO

If yes, please identify the Commissioner(s): _____

Answering yes to either of the two questions above does not preclude LAFCO from awarding a contract to your firm. It does, however, preclude the identified Commissioners from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

2050 Napa Valley Water Resources Study Update and Drought Contingency Plan: Detailed Work Plan

Applicant

Sonoma County Water Agency (SCWA) is a regional agency with main offices located in the city of Santa Rosa, Sonoma County, CA. The SCWA is the fiscal agent for the 2050 Napa Valley Water Resources Study Update and Drought Contingency Plan (Napa DCP). The Napa DCP is an outgrowth of the North Bay Water Reuse Authority (NBWRA) that studied and is implementing a Title XVI recycled water program for the region. The grant application originally anticipated participation from Napa, Sonoma and Marin counties. Agencies in Sonoma and Marin counties are currently performing similar work related to resiliency and therefore are not ready to embark on the DCP process. Napa Valley agencies are in a position to move forward with a regional study using the grant funds.

Description of Drought Contingency Plan Area

The Drought Contingency Plan Area (Plan Area) includes the Napa River watershed that drains into the northern edge of San Pablo Bay. The agencies participating in the Napa DCP include American Canyon, Calistoga, Napa, Yountville, St. Helena, Napa County and Napa Sanitation District. The Napa region is home to urban and rural residential areas, extensive vineyards and agriculture and diverse environmental communities that include riparian corridors and salt marsh providing habitat for fisheries, aquatic species and a home for migrating waterfowl on the North American Pacific flyway.

Water users in the proposed Plan Area rely on a mixture of water supplies from local surface water, imported surface water, groundwater, and existing recycled water produced at several wastewater treatment plants (WTTs).

Local surface water is used by urban water suppliers, agricultural users, and some smaller self-supplied domestic users within the region. The main waterway in the study area are the Napa River and many smaller tributaries that feed the watershed, which all flow into San Pablo Bay. Streamflow in all the rivers and creeks varies greatly by season and year depending on precipitation.

Napa County is a State water contractor receiving flow from the North Bay Aqueduct (NBA) for urban uses. The cities of American Canyon, Calistoga and Napa are sub-contractors to the County for the NBA water. At times, the contract provides reduced flow levels due to drought, Delta water constraints, and conveyance capacity limitations of the North Bay Aqueduct.

Groundwater is the main supply for the majority of agricultural and rural residential users in the project area. Unincorporated areas of Napa County (including the Milliken-Sarco-Tulucay

Creeks [MST] basin area) rely almost solely on groundwater for domestic uses. The City of St. Helena uses some groundwater for municipal demands.

The multiple water and wastewater agencies, cities, environmental uses and agricultural areas are linked by water. The users often share water supplies and must coordinate systems to meet water needs. Reductions in one agency's supply due to drought puts pressure on other agencies and other water supplies. Figure 1 is a simplified schematic of the linkages between the agencies, users and water sources in the Plan Area.

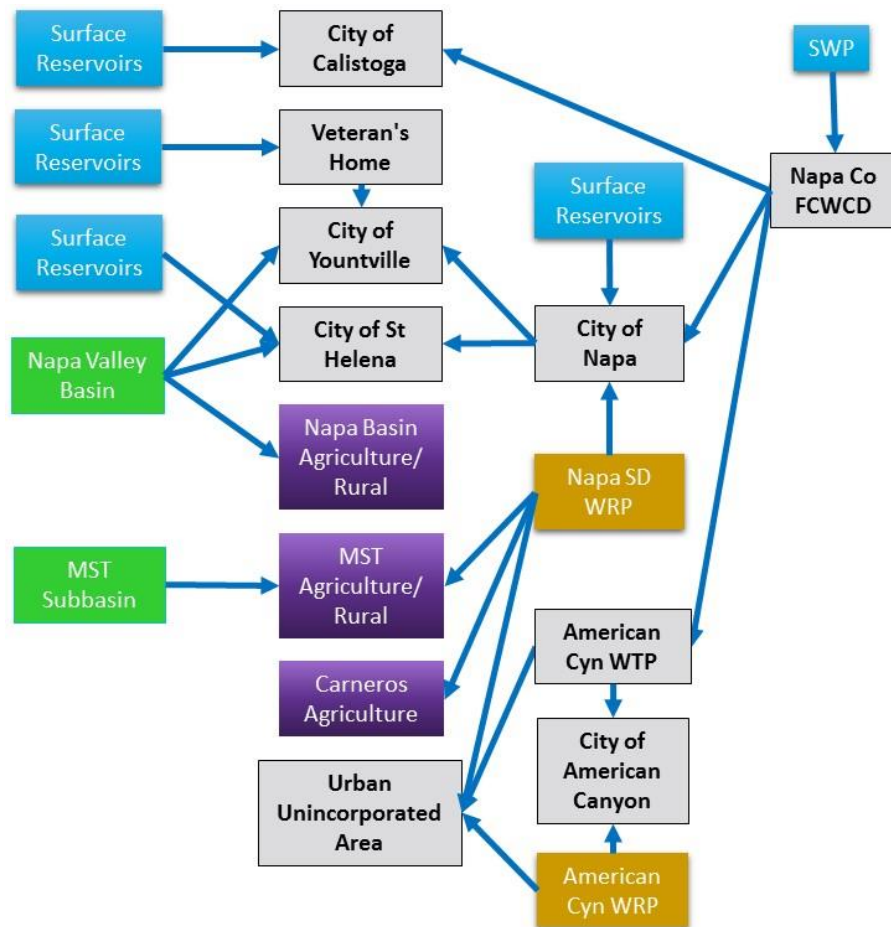


Figure 1 Interagency Supply and Demand Linkages

Given that the Plan Area is unique with a mix of sensitive environmental resources, growing urban areas, and high-value agricultural land all competing for limited water resources, the key water supply challenges facing the Plan Area are summarized as follows:

Water Quality and Reliability. Continued urbanization of the greater San Francisco Bay Area, including the proposed Plan Area, requires highly reliable sources of water. Additionally, the local agricultural economy is dominated by high-value vineyards, which requires a highly

reliable water supply to maintain both production and the secondary tourism economy associated with the industry.

Environmental Protection. The vitally important estuarine ecosystem of the North San Pablo Bay area, which includes endangered species and wetlands, has been under intense stress. Although protective and restorative measures are in place and underway, the habitat requires a reliable water supply to support these efforts.

Water Vulnerability. The local surface water supplies are becoming less reliable sources due to climate change impacts such as drought, reduced winter flow, and dry or low summer flows. These shortages are further exacerbated by impacts associated with multiple diversions on these limited supplies. Additionally, imported water supplies are subject to reduced availability during the most severe drought conditions and have only limited ability to be expanded in the future.

Groundwater Availability and Quality. Groundwater supplies are pumped for agricultural, commercial, rural domestic, and municipal uses and some of the basins have experienced declining levels, marginal quality, and are at risk of intrusion from poor quality water.

Recreation. Water is a highly-valued recreation and aesthetic amenity for the outdoor oriented citizens of the North Bay.

Costs. Potential new supplemental supplies have often been shown to be very costly when studied in the North Bay Water Reuse Program. Stringent wastewater discharge requirements regulate discharges in the summer months impacting the costs of wastewater treatment and disposal.

These water management challenges have resulted in the need for the agencies in the area to investigate expanding the use of various water supply alternatives as a way to increase water supply and reliability within the budgetary constraints of the agencies and their users.

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Plan of Study Activities

The scope of Work Tasks and the activities to complete the tasks are summarized in Table 1 – Detailed Work Plan

Table 1. Detailed Work Plan	
Task	Activities
Task 1. Initial Drought Contingency Plan Steps	
<ul style="list-style-type: none"> Engage the Drought Contingency Plan Task Force. 	<ul style="list-style-type: none"> Once the Task Force is formed, kickoff activities will include a summit session defining the objectives, timeline, and financial obligations of each participating agency and/or organization represented
<ul style="list-style-type: none"> Implementation of the Work Plan 	<ul style="list-style-type: none"> Initiate the work plan tasks included in the DCP Provide a final detailed project schedule Identify data needs from the agencies and schedule contact as needed to follow up on data requests for each agency
<ul style="list-style-type: none"> Implementation of the Outreach Plan 	<ul style="list-style-type: none"> Identify an Advisory Committee that includes additional interests not specifically represented on the Task Force to review Task Force proposals and provide vital feedback. Develop and schedule a series of relevant topical Workshops or Public Informational meetings to inform stakeholders, the public, and media alike. Expand the Webpage, confirm the stakeholder lists, identify issues to be addressed during the DCP
Task 2. Background, Study Area, and Participating Agencies	<ul style="list-style-type: none"> Collect existing relevant water contingency and drought planning documents for review, such as drought plans, response policies, emergency response plans, urban water management plans, water management plans, California Department of Water Resources and Reclamation drought planning guidelines, groundwater management plans, general plans, and other relevant information. Review and summarize the history of drought in the area, current drought situation, severity of drought conditions, recent drought experiences, and the period of time that the area has been experiencing drought conditions. Historical drought frequency and magnitude, including multi-year droughts and seasonal droughts will be described. Highlight historical drought trends, if any.
Task 3. Water Supplies and Demands	<ul style="list-style-type: none"> Review and summarize existing water supply and demand data for all pertinent water agencies and end users. Describe the availability and quality of existing data and models applicable to the proposed plan. Describe existing water supplies and the key water supply facilities. These sources include river surface water, groundwater, recycled water, wastewater, stormwater, agricultural return water, and

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	<p>interconnections with neighboring systems. Quantify stream flows, reservoir storage levels and yield, water quality, historic flow patterns, and flow requirements, including magnitude and timing of release.</p> <ul style="list-style-type: none"> Define the drought impacts to each water purveyor's water supply, water quality, and the vulnerability of the existing water supply sources. Describe water quality impacts of drought conditions. The water supply and demand comparison will compare the water supply sources available in normal and dry periods to the projected water demands.
Task 4. Drought Monitoring Process	<ul style="list-style-type: none"> Identify drought indicators and trigger levels that are currently being used by each participating agency to signal pending drought conditions and severity. Summarize current drought monitoring strategies used by each major user and water agency. Establish a process for monitoring near- and long-term water availability, and a framework for predicting the probability of future droughts and confirming an existing drought. Develop a process for the collection, analysis, and dissemination of water availability and other drought-related data. Explain how this data will be used to predict, confirm, and mitigate droughts, including identifying the metrics and triggers to be used to define stages of drought, trigger mitigation or response actions, and define the various levels of severity of drought. Develop, as necessary, specific parameters and triggers to monitor for drought conditions. Provide recommendations for drought indicators and triggers to use for deciding when a drought starts and when it ends.
Task 5. Vulnerability Assessment	<ul style="list-style-type: none"> Evaluate the vulnerability of water supplies to drought. Describe the reliability and vulnerability of the water supply and water quality to historical seasonal or climatic shortage. Review and summarize the climate change work being done by Reclamation, the State of California, and other federal and state agencies. Calculate future water demands and compare water supply and water quality vulnerabilities with a range of future climatic conditions, including the effects of climate change. Describe the severity of the consequences to water supplies if no action is taken and drought risks are not addressed. Describe existing or potential risks to human health and safety including water quality risks; endangered, threatened, or candidate species; agricultural water supplies; hydropower production; fish and wildlife habitat; recreation; and any other significant areas of risk. The consequences of seawater intrusion and sea level rise will be identified. Provide an analysis of the drought impacts from climate change and the resulting practical implications for drought planning for the Plan Area. Identify future impacts to water supplies and water quality for a range of possible drought and climate change scenarios.
Task 6. Mitigation Actions	<ul style="list-style-type: none"> Research and identify the best practices and most effective measures used for drought mitigation in the Western states.

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	<ul style="list-style-type: none"> • Identify, evaluate, and prioritize mitigation actions and activities that will build long-term resiliency to drought, mitigate the risks posed by drought, decrease sector vulnerabilities, and reduce the need for response actions. • Identify drought actions, responses, programs, and strategies. Review, compare, and summarize the staged demand reduction program used by each participating agency. Identify and evaluate additional potential responses for use at each stage of drought. Provide recommendations to improve the consistency of the region's drought response. • Identify potential mitigation projects that would build long-term resilience to drought and reduce the need for emergency response actions. Work with the participating agencies to include projects that have been previously identified and discussed, regardless of the level of planning and development that has been done to date. • Develop a list of screening criteria to evaluate mitigation projects, mitigation actions and response actions. This criteria list will be compiled into a matrix with weighted factors and used to evaluate actions. • Evaluate the potential mitigation projects, mitigation actions and response actions using the screening criteria and develop a short list of the best projects and actions along with their associated triggers. • The short list shall describe: each mitigation project, how the identified project would address the existing or potential drought risks; the steps necessary to implement the project; cost estimates and project schedule; if the project has a connection to other Reclamation activities; the benefits expected from implementing the project; and the impacts expected from not implementing the project, including economic, social, public health, and number of people affected by the risks. • See if the identified projects or actions dovetail into proposed or existing initiatives by participating agencies.
<p>Task 7. Response Actions</p>	<ul style="list-style-type: none"> • Identify, evaluate, and prioritize drought response actions and activities that can be implemented quickly during a drought to mitigate the impacts and provide rapid benefits. • Establish a staged approach to implementing response actions, depending on the severity of the drought. Use the metrics and triggers developed in Task 4 that define stages of drought, when mitigation or response actions are triggered, and the various levels of severity of drought. Further define the stages of drought when the response actions are triggered to manage the limited supply and decrease the severity of immediate impacts. • Develop bundles of response actions that would be implemented at each stage of a drought. Estimate the expected ability each stage of response actions are expected to have on reducing water demands on a temporary basis. If necessary, redefine or update the metrics and triggers from Task 4 to deliver better short-term benefits.
<p>Task 8. Administrative and Organizational Framework</p>	<ul style="list-style-type: none"> • Develop an operational and administrative framework to identify who is responsible for undertaking the actions necessary to implement each element of the DCP plan, including communicating with the public about those actions. • Review the organizational structure currently used by each of the participating agencies to respond to a drought, and suggest any update, if appropriate.

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	<ul style="list-style-type: none">• The participating agencies process for the development of the Drought Contingency Plan will consist of having regular progress meetings, providing status reporting, and conducting workshops.
Task 9. Update Process	<ul style="list-style-type: none">• Develop an organizational framework and process to routinely update the Drought Contingency Plan. This includes a schedule for monitoring, evaluating, and updating the DCP.• Develop guidelines to determine what triggers will identify when an update needs to be done.
Task 10. Drought Contingency Plan Document	<ul style="list-style-type: none">• Summarize all task efforts and findings into a Drought Contingency Plan document. Prepare the Drought Contingency Plan document and associated appendices, maps, figures, tables, and computer models.• Submit first draft for agency review and second draft of the Drought Contingency Plan for Reclamation review and comment. Based on the results of agency and Reclamation input, a final submittal will be prepared. Twenty copies of each submittal, as well as one electronic/digital copy, will be provided
Task 11. Project Management	<ul style="list-style-type: none">• Provide monthly updates of project status, issues, and concerns to the fiscal agent.• Maintain project schedule.• Provide project documentation, quality control checks on project deliverables, management of progress against budget and schedule commitments, and submittal of monthly invoices and monthly project status reports.

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Project Schedule

The proposed project schedule for the North Bay DCP is shown in Figure 3 below.

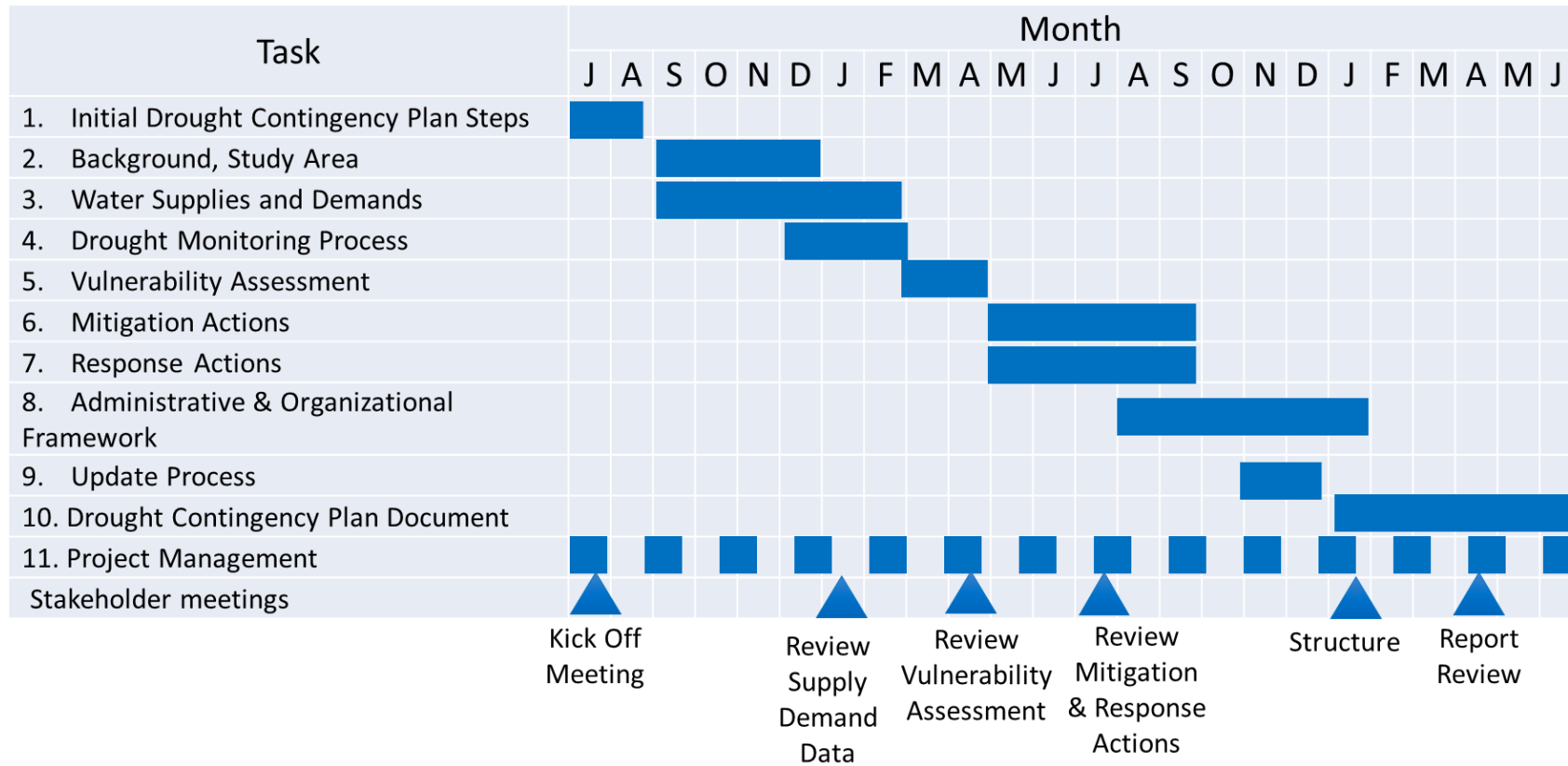


Figure 3. North Bay Drought Contingency Plan Schedule