



Post Office Box 3544
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(805) 525-4431
<https://moundbasingsa.org>

**NOTICE IS HEREBY GIVEN that the
Mound Basin Groundwater Sustainability Agency (“Agency”)
Board of Directors (“Directors”) will hold a
SPECIAL BOARD MEETING
at 1:00 P.M. on Thursday, September 2, 2021**

**This is a special meeting of the Board of Directors called in accordance with
Government Code 54956. Other than the listed agenda items,
no other business will be considered by the Board of Directors.**

To participate in the Board of Directors Special Board Meeting via Zoom, please access:

<https://us02web.zoom.us/j/87415999280?pwd=VXpBbEQ5RUY4UVQyWWFyOUJocEwzdz09>

Meeting ID: 874 1599 9280 | Passcode: MBGSA

To call into the meeting (audio only), call: (877) 853-5247 (US Toll-free)

Meeting ID: 874 1599 9280

**MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY
BOARD OF DIRECTORS SPECIAL BOARD MEETING AGENDA**

CALL TO ORDER 1:00 P.M.

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

The Board will receive public comments on items not appearing on the agenda and within the subject matter jurisdiction of the Agency. The Board will not enter into a detailed discussion or take any action on any items presented during public comments. Such items may only be referred to the Executive Director or other staff for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on specific agenda items should do so at the time specified for those items. In accordance with Government Code §54954.3(b)(1), public comment will be limited to three (3) minutes per speaker.

**4. APPROVAL OF AGENDA
Motion**

5. MOTION ITEMS

5a Rincon Consultants, Inc. Master Services Agreement and Work Order No. 1 for GSP Development Support (Grant Category (d), Task 4)

Motion

The Board will consider authorizing the Executive Director and Agency Counsel to negotiate and execute a master services agreement with Rincon Consultants, Inc., and issue Work Order No. 1 for GSP development support for an amount not-to-exceed \$25,000.

6. FUTURE AGENDA ITEMS

The Board will suggest issues and/or topics they would like to address at future meetings.

ADJOURNMENT

The Board will adjourn to the next **Regular Board Meeting** scheduled for **Thursday, September 16, 2021**, or call of the Chair.

Materials, which are non-exempt public records and are provided to the Board of Directors to be used in consideration of the above agenda items, including any documents provided subsequent to the publishing of this agenda, are available for inspection at UWCD's offices at 1701 North Lombard Street in Oxnard during normal business hours.

The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied the benefits of, the District's services, programs, or activities because of any disability. If you need special assistance to participate in this meeting, or if you require agenda materials in an alternative format, please contact the Mound Basin Clerk of the Board at (805) 525-4431 or the City of Ventura at (805) 654-7800. Notification of at least 48 hours prior to the meeting will enable the Agency to make appropriate arrangements.

Posted: (Date) August 30, 2021
At: <https://moundbasingsa.org>

(time) 12:15 P.M.

(attest) Jackie Lozano

Posted: (Date) August 30, 2021
At: <https://www.facebook.com/moundbasingsa/>

(time) 12:30 P.M.

(attest) Jackie Lozano

Posted: (Date) August 30, 2021

(time) 12:45 P.M.

(attest) Jackie Lozano

At: United Water Conservation District, 1701 North Lombard Street, Oxnard CA 93030



MoundBasin

GROUNDWATER SUSTAINABILITY AGENCY

Motion Item No. 5(a)

DATE: September 2, 2021
TO: Board of Directors
FROM: Executive Director
SUBJECT: Rincon Consultants, Inc. Master Services Agreement and Work Order No. 1 for GSP Development Support (Grant Category (d), Task 4)

SUMMARY

A significant number of GSP comments were received concerning riparian and aquatic habitats within the Mound Basin. The GSP Development Team recommends adding biology expertise to help address these comments and add content to GSP prior to adoption. Due to the very limited time remaining to update and adopt the GSP, staff recommends hiring Rincon Consultants, Inc. for the needed support.

Rincon Consultants, Inc. is part of the Upper Ventura River Groundwater Agency (UVRGA) GSP Development Team and is doing an excellent job on similar issues for the UVRGA GSP. UVRGA selected Rincon Consultants, Inc. through a competitive process. Rincon Consultants, Inc. has considerable local experience in the Santa Clara River (SCR) Watershed, including the portions of the watershed that lie within the Mound Basin - most notably the SCR Estuary, which is of great interest to multiple GSP commenters. Rincon Consultants, Inc.'s statement of qualifications and rate sheet are attached to this staff report (Attachment A).

Rincon Consultants, Inc. will assist the GSP Development Team with expanding GSP descriptions of the riparian and aquatic habitats within the Mound Basin and with additional assessment of potential impacts to those habitats related to groundwater pumping and GSP implementation.

In the interest of time, Staff proposes that the Board authorize the Executive Director to complete the contracting process Rincon Consultants, Inc. Any proposed changes to MBGSA's standard master services agreement will be reviewed by Agency Counsel. The Executive Director would execute a not-to-exceed \$25,000 work order for as-needed services to be requested by the Executive Director.

RECOMMENDED ACTIONS

1. Authorize the Executive Director to execute a master services agreement with Rincon Consultants, Inc. subject to terms satisfactory to the Executive Director and Agency Counsel.

2. Authorize the Executive Director to issue Work Order No. 1 for GSP development support for an amount not-to-exceed \$25,000, subject to terms satisfactory to the Executive Director and Agency Counsel.

BACKGROUND

Please see summary.

FISCAL SUMMARY

The Fiscal Year 2021/2022 budget for GSP development is \$150,000. As of June 30, 2021, there is \$248,126 remaining in approved grant funding to complete the GSP. Therefore, the Fiscal Year 2012/2022 budget for GSP development can be increased by up to \$98,126 without impacting the Agency's net income.

ATTACHMENTS

- A. Rincon Consultants, Inc. Statement of Qualifications and Rate Sheet
- B. Draft Rincon Consultants, Inc. Master Services Agreement
- C. Draft Rincon Consultants, Inc. Work Order No. 1

Action: _____
Motion: _____ 2 nd : _____
J.Chambers: _____ C.Everts: _____ M.Mobley: _____ S.Rungren: _____ G.Shephard: _____



Rincon Consultants, Inc.

180 North Ashwood Avenue
Ventura, California 93003

805 644 4455

info@rinconconsultants.com
www.rinconconsultants.com

August 27, 2021
Project No: 21-11877

Bryan Bondy, PG, CHG
Executive Director
Mound Basin Groundwater Sustainability Agency
P.O. Box 3544, Ventura, CA 93006-3544
Via email: bryan@moundbasingsa.org

Subject: Statement of Qualifications for Biological Services for the Mound Basin Groundwater Sustainability Agency

Dear Mr. Bondy:

Rincon Consultants, Inc. (Rincon) is pleased to submit this statement of qualifications to assist the Mound Basin Groundwater Sustainability Agency (MBGSA) with biological services related to the Groundwater Sustainability Plan (GSP). We understand that Rincon would support GSP considerations related to groundwater dependent ecosystems (GDEs). Through our experience characterizing and assessing GDEs for the Upper Ventura River Groundwater Agency (UVRGA) GSP as well as extensive experience in the Santa Clara River (SCR) watershed, we understand the unique local and regional concerns related to fishery, aquatic, and terrestrial biology.

Our team will include Kiernan Brtalik (Project Manager), Steve Howard (Senior Fisheries Biologist), Robin Murray (Senior Biologist/Botanist), and Heather Curran (Project Biologist). This team has worked closely with you and the UVRGA over the past year to develop important components to the GSP and we are ready to hit the ground running to support the MBGSA. Rincon has also contributed to various water infrastructure and land development projects in the SCR watershed to evaluate impacts to federal Endangered Species Act and California Endangered Species Act listed species, as well as other sensitive species. Current projects occurring in the Mound Basin include water quality monitoring for the SCR Bacteria Total Maximum Daily Load; fish and aquatic species and water quality monitoring for the City of Ventura Water Reclamation Facility's discharge permit to the SCR estuary; and biological monitoring, planning services, and regulatory permitting assignment for United Water Conservation District, including a Multi-Species Habitat Conservation Plan for Freeman Diversion operations.

The following presents Rincon's firm profile and the proposed team's resumes. We also understand that work on this project would be completed on a time and materials basis and have included Rincon's current standard fee schedule. Please do not hesitate to contact us if you have questions about this statement of qualifications or need additional information.

Sincerely,
Rincon Consultants, Inc.

A handwritten signature in black ink, appearing to read "K. Brtalik", is written over the printed name of Kiernan Brtalik.

Kiernan Brtalik, CPSWQ, QSD/P
Director, Watershed Sciences
Phone: 805-644-4455 x45
Email: kbrtalik@rinconconsultants.com



Firm Profile

Established over 25 years ago and headquartered in Ventura, Rincon is an employee-owned multi-disciplinary planning and environmental science consulting firm providing quality professional services to government and industry. Our principal service is to provide planning and environmental compliance support to create and sustain innovative solutions to social, sustainability, and environmental issues. Rincon prides itself on the considerable depth of its staff, which includes aquatic and fisheries biologists, environmental engineers and scientists, hydrogeologists, sustainability experts, and accredited LEED professionals. We are responsive and ready to initiate requested tasks in a moment's notice and respond to any planning, environmental, and technical need. Our approach to every project is centered upon the design and development of novel solutions that respond to our clients' specific needs in a cost-effective manner.

Our staff receive thorough training consistent with specific protocols and regulatory expectations set forth by regulatory agencies and technical programs including the Environmental Protection Agency, Los Angeles Regional Water Quality Control Board, Surface Water Ambient Monitoring Program, California Department of Fish and Wildlife, United States Geological Survey, California Coastal Commission, and United States Army Corps of Engineers. Our biology team also undergoes extensive training with the fauna and flora of the California coast. We work locally in the SCR watershed and are experts in the habitat requirements and natural histories of the tidewater goby, steelhead, unarmored threespine stickleback, Santa Ana sucker, and California red-legged frog, as well as federally and state listed coastal avian species such as the yellow-billed cuckoo, southwestern willow flycatcher, least Bell's vireo, California coastal gnatcatcher, California least tern, western snowy plover, and rare plant species.

Rincon's corporate culture focuses on providing planning and environmental consulting services in a manner that is beneficial to both the environment and our client's needs. When hired, we perceive ourselves as an extension of our client's team and function with the best interests of the client in mind. By managing each project with a focus on three primary objectives – efficiency, technical excellence, and sustainability – we provide superior service that efficiently and effectively meets the needs of our clients.

Our Core Values: Trusted | Fair | Transparent | Accountable | Disciplined | Entrepreneurial



Project Team

Biographies are provided for the project team on the following pages. Complete resumes are included as Attachment A.

Kiernan Brtalik, QSP/D, CPSWQ | Project Manager



Education: MESM, Water Resources and Conservation Planning, University of California, Santa Barbara, Bren School of Environmental Science and Management
BA, Philosophy and Business Management, Stony Brook University

Certifications: Qualified SWPPP Developer/Practitioner (no. 26402)
Certified Professional of Storm Water Quality (no. 1110)

Mr. Brtalik is based in Ventura and supports public and private clients in implementing projects and programs to comply with local, State, and federal regulations. He currently manages a team of staff to complete monitoring and assessment studies, permitting and compliance services, and consultation on both watershed-scale and site-specific compliance programs. Mr. Brtalik entered the environmental consulting profession by supporting stormwater, surface water, groundwater, and ocean receiving water quality compliance programs for a variety of clients throughout California. His experience includes development of integrated monitoring and assessment programs that include biology, hydrology, and water quality components. He currently works closely with municipal and local agencies to support watershed management and planning efforts. Currently, Mr. Brtalik manages a team of hydrogeologists, biologists, fisheries experts, and environmental compliance specialists out of the Ventura office to support the UVRGA's GSP development and implementation of associated monitoring programs. Since November 2020, this work has included working closely with the GSP team to inform numerical groundwater model inputs related to potential GDEs, invasive species, and evapotranspiration rates; evaluation of interconnected surface waters and groundwater levels to guide GDE sustainability management criteria; technical support related to grant writing and application; and environmental compliance and permitting for GSP planning efforts. In addition, his support to UVRGA includes groundwater elevation data collection and management, as well as installation of stream gaging equipment for continuous flow monitoring.

Steve Howard | Senior Fisheries Biologist



Education: BS, Freshwater Fisheries, Humboldt State University

Certification: Certified Fisheries Professional, American Fisheries Society

Permits: Federal 10(a)(1)(A) permit for Tidewater Goby, Unarmored Threespine Stickleback, Santa Ana Sucker, and California Red-legged Frog

Mr. Howard is a certified fisheries professional with expertise in Endangered Species Act consultations, aquatic studies including fishery and amphibian habitat assessment and population surveys, fish and amphibian species identification, fish passage assessment, instream flow studies, fish and aquatic invertebrate population analysis, water quality assessment, and wildlife population surveys. Mr. Howard has performed numerous projects in aquatic



habitats ranging from high elevation lakes and streams to coastal estuaries. Mr. Howard has also conducted projects including GDE evaluations, subsurface soil and groundwater investigations, environmental impact studies, environmental monitoring, and site closure and remediation. He has conducted numerous fish population studies throughout many of the western states and has worked closely with UVRGA to assess potential impacts to aquatic species, including California Steelhead. He is currently on-call to support monitoring plan development and implementation efforts to evaluate potential GDE impacts related to groundwater conditions in the basin. In addition, he has worked extensively throughout the SCR watershed conducting habitat, water quality, and fish evaluations. Mr. Howard has lead efforts with the United Water Conservation District to study the surface water requirements for the SCR as it pertains to aquatic and riparian species. In addition, he supported the Santa Clarita Valley Water District's GSP by evaluating potential impacts to GDEs.

Robin Murray | Senior Biologist and Botanist



Education: B.S., Botany; Biology, Concentration in Environmental Biology; Humboldt State University, 2006

Specialized

Training: ISA Certified Arborist (WE-12768A); Flora of the Santa Monica Mountains Workshop, California Native Plant Society. 2017; California Tiger Salamander Workshop, The Wildlife Society, Livermore, CA. 2011; Anostraca and Notostraca Identification Training, San Luis Obispo, CA. 2010; Rare Plants of Coastal San Luis Obispo County Workshop, California Native Plant Society. 2009; USACE Wetland Delineation Training, Wetland Training Institute, San Diego, CA. 2008.

Ms. Murray is a biologist with 12 years of experience within California. As a lead biologist on numerous projects, she has maintained project compliance with many complex permit conditions while facilitating expeditious completion of project goals. She is skilled in recognizing special-status plant and wildlife species and is well versed in the laws protecting them. Her expertise in the botanical field has led to the successful completion of rare plant surveys and habitat assessments (including Environmentally Sensitive Habitat Area [ESHA] mapping), as well as complex and large-scale wetland and waters determinations. Ms. Murray has extensive experience characterizing and evaluating vegetation communities in rugged and remote terrain. She has also implemented restoration plans for several large-scale restoration projects including installation and adaptive maintenance. Ms. Murray also has extensive experience preparing biological resources assessments to meet local, state, and federal requirements and address CEQA, NEPA, and the Endangered Species Act. Finally, she has supported UVRGA's GSP development by evaluating groundwater dependency of potential GDEs and guiding the project team through the assessment of invasive species and confirmation of natural communities (from the Natural Communities Commonly Associated with Groundwater dataset) in the Ventura watershed.



Heather Price Curran | Project Biologist



Education: M.S. Biological Sciences, California Polytechnic State University, San Luis Obispo, 2015
B.S. Biological Sciences, California Polytechnic State University, San Luis Obispo, 2010

Certifications: SCUBA- Rescue Diver and Advanced Open Water Certified
CPR/First Aid Certified

Heather Price Curran has been studying biology and conducting research in coastal California for over fourteen years. She received her B.S. and M.S. in Biological Sciences from California Polytechnic State University in San Luis Obispo and has supported extensive field efforts related to aquatic and terrestrial biology. Ms. Curran specializes in marine and freshwater ecosystems and is also experienced with the terrestrial flora and fauna of the coastal California watersheds. Since March 2021, Ms. Curran has assisted the Rincon team with UVRGA GSP development by supporting the development of two technical memorandums that identify, characterize, and assess potential impacts to GDEs within the Upper Ventura River Groundwater Basin. Through this work with UVRGA and her experience as a biologist, she has developed a strong understanding of the technical and regulatory drivers related to GDEs under the Sustainable Groundwater Management Act.



Standard Fee Schedule

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	\$270
Director II	\$270
Principal I	\$250
Director I	\$250
Senior Supervisor II	\$228
Supervisor I	\$215
Senior Professional II	\$195
Senior Professional I	\$179
Professional IV	\$164
Professional III	\$152
Professional II	\$135
Professional I	\$120
Associate III	\$108
Associate II	\$98
Associate I	\$90
Project Assistant	\$85
Senior GIS Specialist	\$155
GIS/CADD Specialist II	\$135
GIS/CADD Specialist I	\$120
Technical Editor	\$120
Production Specialist	\$98
Clerical	\$85

*Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$350.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	\$0.20 (single-sided) & \$0.40 (double-sided)
Photocopies – Color	\$1.50 (single-sided) & \$3.00 (double-sided)
Photocopies – 11 x 17	\$0.50 (B&W) & \$3.30 (color)
Oversized Maps	\$8.00/square foot
Digital Production	\$15/disc and \$20/flash drive
Light-Duty and Passenger Vehicles*	\$85/day
4WD and Off-Road Vehicles*	\$135/day

* \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to annual escalation

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within ten (10) days from receipt or per the contractually required payment terms.



Equipment	Day Rate
Environmental and Earth Systems Equipment	
Soil Vapor Extraction Monitoring Equipment	\$144
Four Gas Monitor	\$124
Flame Ionization Detector	\$100
Photo Ionization Detector	\$75
Hand Auger Sampler	\$57
Water Level Indicator, DC Purge Pump	\$41
Natural Resources Field Equipment	
UAS Drone	\$250
Spotting or Fiberoptic Scope	\$155
Pettersson Bat Ultrasound Detector/Recording Equipment	\$155
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$103
GPS (Sub-meter Accuracy)	\$60
Infrared Sensor Digital Camera or Computer Field Equipment	\$52
Scent Station	\$21
Laser Rangefinder/Altitude	\$10
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$0.50
Water and Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	\$565
Boat (20 ft. Boston Whaler or Similar)	\$310
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$155
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$57
Refractometer (Salinity) or Turbidity Meter	\$35
Large Block Nets	\$103
Minnnow Trap	\$88
Net, Hand/Large Seine	\$10/\$50
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$100
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$130
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$155
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	\$52
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	\$50/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$50
Insurance, Hazard and Safety Fees	
L&H Dive Insurance	\$50/diver
Level C Health and Safety	\$60 person

Attachment A

Staff Resumes



Kiernan Brtalik, MESM, CPSWQ, QSD/P

Director Watershed Sciences

Kiernan Brtalik supports public and private clients implement projects and programs to comply with local, state, and federal regulations. He currently manages a team of staff to complete monitoring and assessment studies, permitting and compliance inspection services, and consultation on watershed-scale programs. Mr. Brtalik's environmental consulting career began supporting stormwater, surface water, and ocean receiving water quality compliance programs for a variety of clients throughout California. Over the past nine years, he has supported numerous National Pollutant Discharge Elimination System (NPDES) permit compliance programs for municipal separate storm sewer systems (MS4s), Statewide Industrial General Permit (IGP), and Construction General Permit (CGP). Most recently, he has supported Groundwater Sustainability Agency efforts related to groundwater dependent ecosystems (GDEs) for Groundwater Sustainability Plan (GSP) development and general monitoring requirements required by the Sustainable Groundwater Management Act. His work includes leading a team of biologists, fisheries specialists, and geologists to develop technical memorandums assessing potential impacts to GDEs related to groundwater conditions, close collaboration with the GSP development team during public workshops, and field monitoring activities.

Mr. Brtalik has also implemented surface and groundwater monitoring programs related to Total Maximum Daily Loads (TMDLs), Waste Discharge and Water Recycling Requirements (WDRs and WRRs), Best Management Practice (BMP) efficacy studies, and participated in regional studies such as the Southern California Stormwater Monitoring Coalition (SMC) Regional Watershed Monitoring Program and Southern California Bight Regional Monitoring Program. These programs include planning and implementation of complex multi-media monitoring and assessment programs, including hydrology, water quality, and biological indicators. Importantly, this experience includes close working knowledge of permit requirements from various regulatory agencies including Army Corps of Engineers, California Department of Fish and Wildlife, US Fish and Wildlife Service, and agencies local to Ventura County.

EDUCATION

MESM, Water Resources and Conservation Planning, University of California, Santa Barbara. Bren School of Environmental Science & Management, 2012
BA, Philosophy and Business Management, Stony Brook University, 2007

CERTIFICATIONS/ REGISTRATIONS

Qualified SWPPP Practitioner/
Developer (QSP/D) # 26402
Certified Professional of Storm
Water Quality (CPSWQ) # 1110
OSHA 40 Hour HAZWOPER
#91237

YEARS OF EXPERIENCE

Rincon Consultants, Inc. (2017
– present)
Dudek (2016 – 2017)
Amec Foster Wheeler (Wood)
(2012 – 2016)
California State Parks and
Recreation (2009 – 2013)

SELECT PROJECT EXPERIENCE

Project Manager, Upper Ventura River Groundwater Agency Groundwater Sustainability Plan Support Services, Ojai, California

Kiernan leads a team of professional hydrogeologists, biologists, and fisheries biologists to support GSP development and implementation. This includes Groundwater Dependent Ecosystem (GDE) characterization, sustainability criteria development, monitoring plan development, and projects to address data gaps. Field monitoring services include groundwater level monitoring, surface water flow monitoring (including installation and maintenance of stream gages and rating curves), surface water dry-wet-intermittent conditions monitoring, and other activities related to GDEs and biological resources. The team also provides environmental compliance and permitting services related to the development of projects, including CEQA documentation and regulatory agency correspondence, permit applications, and permit compliance. In addition, grant writing support is provided to support technical considerations related to surface water and groundwater interconnectedness, technical monitoring approaches, and biological resources and GDEs.



Project Manager, County of Ventura Watershed Protection District, Bacteria Total Maximum Daily Loads for the Malibu Creek and Lagoon Watershed and Santa Clara River, Ventura, California

Oversee weekly bacteria sampling, ongoing data management, and monthly reporting to the Los Angeles Regional Water Quality Control Board (LARWQCB). In accordance with the Bacteria TMDL final Compliance Monitoring Plan for the Malibu Creek and Lagoon Watershed, monitoring is conducted weekly for six (6) in-stream receiving water monitoring locations, representing the County of Ventura's jurisdictional runoff from six sub-watersheds to the Malibu Creek and Lagoon Watershed. Monitoring includes grab sample collection for E. coli, in-situ water quality parameters, and flow estimation. Monthly reports are submitted to the Regional Board to present analytical results and 30-day rolling geometric mean calculations. The Santa Clara River Bacteria TMDL includes weekly and monthly bacteria sampling, ongoing data management, and semi-annual reporting to the LARWQCB. In accordance with the Bacteria TMDL final in-stream Compliance Monitoring Plan and the Implementation Plan for the Lower Santa Clara River Watershed, monitoring is conducted weekly for two (2) in-stream receiving water and monthly five (5) jurisdictional outfall monitoring locations. Mr. Brtalik provides semi-annual and annual monitoring reports for client submittal.

Project Scientist, City of Ventura - Ventura Wastewater Reclamation Facility NPDES Permit Compliance Monitoring, Ventura, California

Mr. Brtalik supports fish and habitat assessments for the City related to requirements in the current NPDES permit for discharge to the Santa Clara River Estuary. This permit authorizes discharges of treated water to the Santa Clara Estuary, and includes a schedule for ramping down discharges as the City recycles treated water for distribution. As part of this project, he helped the team develop a novel habitat monitoring approach to meet new requirements established by the updated NPDES permit (No. CA0053651, Order R4-2020-0024).

Project Manager, City of Ventura - Ventura Harbor Bacteria TMDL Assessment Monitoring, Ventura, California

Manages implementation of a monitoring and reporting program to provide additional information related to bacteria concentrations to Los Angeles Regional Water Quality Control Board consideration of a Total Maximum Daily Load to address uncertain 303(d) bacteria listing in the Ventura Harbor. Mr. Brtalik oversees the technical team through weekly surface water monitoring at six locations in Ventura Harbor and evaluation of exceedances for the statistical threshold value and 6-week rolling geometric mean. Each sampling location corresponds to REC-1 and REC-2 beneficial uses commonly observed in Ventura Harbor, and samples are collected from kayak or motorized vessel depending on weather conditions.

Project Manager, Ventura County Public Works Agency – Ventura River and Tributaries Algae, Eutrophic Conditions, and Nutrients TMDL Compliance Monitoring and Reporting, Ventura

Mr. Brtalik leads the compliance monitoring and reporting services related to the Ventura River and Tributaries Algae, Eutrophic Conditions, and Nutrients TMDL (Algae TMDL). Mr. Brtalik oversees the implementation of receiving water monitoring and reporting activities in accordance with a Comprehensive Monitoring Plan for the Algae TMDL. The Comprehensive Monitoring Plan specifies protocol for water quality sampling and analysis; algae sample collection, processing, and testing in accordance with the Surface Water Ambient Monitoring Program Bioassessment SOP 02 and the SoCal Bight 2008 Estuarine Eutrophication Assessment Field Operations Manual; and continuous water quality data collection using remote data loggers. Field monitoring activities include wet-season monthly nutrient sampling, water quality measurements, and flow measurements; dry-season monthly sampling for algal biomass and cover; and quarterly, continuous water quality measurements using remote data loggers. As part of this project, Mr. Brtalik coordinates Rincon's core technical staff, as well as activities across three additional partnering firms. His support to the client has been instrumental for receiving favorable outcomes in a monitoring and reporting modification request to the Regional Board.

Project Scientist, Montecito Water District – Alder Flume Repair Project, Montecito Water District, Santa Barbara County, California

Mr. Brtalik conducted a hydrologic evaluation of water production rates from the Alder Creek diversion compared to sub-drainage area and upper watershed surface water flows. The work evaluated existing data collected at various instream monitoring locations and flows through the diversion and in relation to contributing watershed area above the diversion. Mr. Brtalik is working closely with Senior and Principal Biologists to characterize and assess the potential impacts to downstream critical habitat for sensitive species.



Project Scientist, Southern California Coastal Water Research Program – Southern California Bight '13 Regional Monitoring Program, Santa Monica Bay, San Diego County, and San Diego Bay, California

Mr. Brtalik supported storm event sampling at numerous receiving water sampling locations within and along the coastal watersheds of Santa Monica Bay, San Diego County, and San Diego Bay. Mr. Brtalik was trained to specific water quality sampling procedures that were implemented across the program, which included numerous agencies, consultants, and laboratories

Project Manager, Ventura County Watershed Protection District - Ventura Countywide Stormwater Monitoring Program, Ventura, California

Mr. Brtalik leads a team of water quality professionals to conduct stormwater monitoring and sampling activities in support of the Ventura County Watershed Protection District (VCWPD) fulfillment of the Ventura Countywide Stormwater National Pollutant Discharge Elimination System Permit (Order No. R4-2010-0108) requirements. The primary objectives of the Monitoring Program are the assessment and evaluation of the chemical, physical, and biological impacts of municipal stormwater sewer system discharges on receiving waters; the overall health and long-term trends in receiving water quality; and the compliance with Total Maximum Daily Load targets and water quality objectives. Mr. Brtalik ensures staff are properly trained and equipped to conduct flow- and time-weighted stormwater composite sampling, grab sample collection, and in-situ water quality parameter measurements at fourteen monitoring locations. In addition, Mr. Brtalik coordinates with VCWPD and staff to support maintenance activities of the water quality monitoring stations on a routine basis prior to and following the rainy season.

Project Manager, City of Malibu – Malibu Civic Center Wastewater Treatment Facility, Groundwater/Surface Water Monitoring and Reporting Program, California

Mr. Brtalik manages the groundwater and surface water quality compliance monitoring program, which integrates requirements driven by the Waste Discharge Requirements/ Water Recycling Requirements, Salt and Nutrient Management Plan, and Memorandum of Understanding. This program addresses the long-term regulatory requirements associated with the development of the Civic Center Wastewater Treatment Facility, distribution of Title 22 Recycled Water, and protection of the Malibu Valley Groundwater Basin, Malibu Creek, Malibu Lagoon, and the near shore environment of Santa Monica Bay. Project work includes coordination of a technical field team to conduct monitoring activities, evaluation of technical water quality and hydrologic data, and compliance reporting activities. The data derived through this monitoring program is used to identify potential impacts of land disposal of treated wastewater via injection and landscape irrigation or percolation on the receiving water quality of groundwater aquifers and surface waters.

Project Scientist, City of San Diego - Los Peñasquitos Lagoon Sediment TMDL Monitoring & Los Peñasquitos Watershed Special Study, San Diego, California

As project coordinator and lead project scientist, Mr. Brtalik was responsible for the planning, coordination, and execution of the TMDL-driven water quality monitoring program. In addition, he was lead author for annual monitoring reports. Key achievements during this project include: Site selection, flow and water quality equipment installation, and station maintenance at eleven (11) riverine sampling locations; Development and maintenance of rating curves for low and high flow conditions using area velocity bubbler systems and field instruments including handheld velocity meters and acoustic doppler current profilers; Management of hydrological and lab analytical data to estimate flow and sediment transport; Calculation of event mean concentrations, and estimation of annual sediment load based on hydrologic data, which were used to demonstrate TMDL compliance.

Project Scientist, County of San Diego – MS4 Permit Compliance Low Flow Surface Water Monitoring and Reporting San Diego County, California

To characterize and assess non-stormwater discharges from the County's MS4, Mr. Brtalik worked with a team of hydrologists and scientists to establish over 10 low flow surface water monitoring locations, which were geographically rotated to pinpoint seasonal and other temporal discharge characteristics. Site specific challenges were overcome using various flow monitoring equipment, including thin-plate weirs, trapezoidal and portable Parshall flumes. Level and flow data were collected using pressure transducers, area velocity bubblers, and ultrasonic sensors. Based on site-specific limitations, monitoring equipment was selected and installed to address natural creek geometry, end of storm drainpipe diameter and configuration, and other considerations such as access and safety.





Steve Howard

Senior Fisheries Biologist

EDUCATION

BS, Freshwater Fisheries,
Humboldt State University

AFFILIATIONS/ CERTIFICATIONS

American Fisheries Society
Desert Fishes Council

American Institute of Fisheries
Research Biologists

Certified Fisheries Professional,
American Fisheries Society

Federal 10(a)(1)(A) permit for
Tidewater Goby, Unarmored
Threespine Stickleback, Santa
Ana Sucker, and California Red-
legged Frog

Mr. Howard is a Ventura native and a certified fisheries professional with over 20 years expertise in instream flow studies, fish and aquatic invertebrate population analysis, water quality assessment, aquatic studies including fishery and amphibian habitat assessment and population surveys, fish and amphibian species identification, fish passage assessment, Endangered Species Act consultations, and wildlife population surveys. Mr. Howard has worked with the Montecito Water District at the Alder and Fox Creek diversions conducting surveys for the California red-legged frog during maintenance activities. Mr. Howard assisted fish passage engineers in designing a fish passage structure in Salsipuedes Creek and also conducted steelhead surveys with the Cachuma Operations and Maintenance Board, the National Marine Fisheries Service and the California Department of Fish and Wildlife in Hilton Creek below Bradbury Dam and assisted the Santa Ynez River Water Conservation District in monitoring seasonal releases from Bradbury Dam. In addition, Mr. Howard was part of a team of scientists that evaluated GDEs to support GSP planning in the upper Santa Clara River and Upper Ventura River. GDE's were evaluated using a Nature Conservancy model that in part uses groundwater elevations and other parameters to identify areas where groundwater elevations contribute to surface water and riparian growth. His expertise in native fishes, including the federal and state endangered unarmored threespine stickleback, provided an additional level of evaluation to ground truth specific areas of importance. Mr. Howard has performed numerous projects in aquatic habitats ranging from high elevation lakes and streams to coastal estuaries. He has also been involved in permitting projects of all sizes, ranging from large power projects to smaller instream projects throughout California. In addition, he has provided expert analyses to various CEQA and NEPA documents on steelhead-related impacts in southern California and has been an expert witness in federal Endangered Species Act court cases.

SELECT PROJECT EXPERIENCE

Federally Permitted Biologist, Casitas Municipal Water District – California-Red-legged Frog Protocol Surveys, Ventura County

Mr. Howard conducted modified protocol level surveys for the federally threatened CRLF in the Ventura River at and adjacent to the Robles Diversion. Casitas was preparing to excavate sediment and debris from the recent Thomas Fire that has accumulated in the diversion fish screen bay. Surveys were conducted at night and during the day one mile below and above the diversion and within the diversion structure. The results of the survey assisted the U.S. Bureau of Reclamation in a consultation with the U.S. Fish and Wildlife Service to expedite the permitting process.

Federally Permitted Biologist, California-American Water Company– San Clemente Dam Retrofit Drawdown Project, Monterey County

Mr. Howard was part of a team that conducted annual fish and CRLF rescues upstream of San Clemente Dam and fish trapping and relocation activities to appropriate habitats downstream of San Clemente Dam for California-American Water Company. Hundreds of steelhead and CRLF were captured and relocated during drawdown activities over a four-year period. To address dissolved oxygen (DO) issues, aerators were installed throughout the reservoir to maintain adequate DO levels during the project. Mr. Howard conducted fish rescues and relocations, CRLF



relocations, and water quality monitoring. Mr. Howard was one of a few biologists permitted by NOAA Fisheries to conduct electrofishing and steelhead relocation activities during this project and worked with a CRLF permitted biologist when capturing and relocating frogs.

Aquatic Biologist, United Water Conservation District– Section 7 and Section 10 Consultations, Ventura County

Mr. Howard, while working as an employee to the District and later as a consultant, was involved with federal section 7 and section 10 consultations with the National Marine Fisheries Service and the U.S. Fish and Wildlife Service. The section 7 consultations were related to operations and maintenance at the Freeman Diversion and Santa Felicia Dam on Piru Creek. The section 10 consultation was related to operations and maintenance at the Freeman Diversion following the elimination of a federal nexus to the project. These consultations were related to operation and maintenance effects to federally listed species including but not limited to aquatic species such as steelhead, tidewater goby, Santa Ana sucker, arroyo toad, and CRLF.

Aquatic Biologist, United Water Conservation District– Habitat Conservation Plan Development, Ventura County

Mr. Howard, while working as an employee at United Water Conservation District, worked on sections of the HCP and managed consultant work related to the analysis of effects from covered activities included in the document. Later, as a consultant, Mr. Howard helped develop conservation measures and provided a wide range of expert assistance during revisions to the document that addressed comments from the resource agencies. Mr. Howard worked with biologists to develop a list of covered species to be included in the HCP that included amphibian and fish species that could be affected by project operations and maintenance activities. Federally listed amphibians that were evaluated for inclusion in the HCP but ultimately not included through a screening assessment included CRLF and arroyo toad.

Field Lead, United Water Conservation District– Santa Felicia Dam FERC Relicensing, Ventura County

Mr. Howard was the field lead on fish population and bioassay, water quality, and instream flow studies during a Traditional Licensing Process (TLP) for Santa Felicia Dam on Piru Creek in the Santa Clara River watershed. The fish population study focused on southern California fish species including the endangered southern California steelhead. Mr. Howard designed and implemented a fish survival bioassay using hatchery trout placed in live net pens to evaluate the survivability of rainbow trout during highly fluctuating dissolved oxygen conditions below the dam. Dissolved oxygen concentrations would decrease well below the critical thresholds for rainbow trout. This study was designed to understand limiting factors that could be contributing to the low population densities or lack of rainbow trout/steelhead presence in Piru Creek. Mr. Howard also led an instream flow study using the PHABSIM model to assess flow requirements for various life stages of rainbow trout/steelhead in Piru Creek and the Santa Clara River below Santa Felicia Dam. Mr. Howard worked with a team of biologists to also evaluate habitat for amphibians around and upstream and downstream of the lake. These surveys focused on critical habitat for the federally listed CRLF and arroyo toad.

PUBLICATIONS

Swift, C. C., D. Holland, M. Booker, R. Woodfield, A. Gutierrez, S. Howard, J. Mulder, E. Bailey, and B. Lohstroh 2018. Long-term qualitative changes in fish populations and aquatic habitat in San Mateo Creek Lagoon, northern San Diego County, southern California, USA. *Bull. Southern California Acad. Sci.*: 117(1), pp. 1–28.

Howard, S.R. and M.T. Booth. 2016. Range expansion of Shimofuri Goby (*Tridentiger bifasciatus*) in southern California, with emphasis on the Santa Clara River. *California Fish and Game* 102(2):45-49

Swift, C. C., S. Howard, J. Mulder, D. J. Pondella II, and T. P. Keegan. 2014. Expansion of the non-native Mississippi Silverside, *Menidia audens* (Pisces, Atherinopsidae), into fresh and marine waters of coastal southern California. *Bull. Southern California Acad. Sci.*: 113(3). pp. 153-164.

Swift, C. C., and S. Howard. 2009. Current status and distribution of the Pacific Lamprey south of Point Conception, southern coastal California, USA. Pages 269-278 in L. R. Brown, S. D. Chase, M. G. Mesa, B. J. Beamish, and P. B. Moyle, editors. *Biology, management and conservation of lampreys in North America*. American Fisheries Society, Symposium 72, Bethesda, Maryland.





Robin Murray

SENIOR BIOLOGIST

Ms. Robin Murray is a biologist with over ten years of experience within California. As a lead biologist on numerous projects, she has maintained project compliance with many complex permit conditions while facilitating expeditious completion of project goals. She is skilled in recognizing special-status plant and wildlife species and is well versed in the laws protecting them. Her expertise in the botanical field has led to the successful completion of rare plant surveys and habitat assessments, as well as complex and large-scale wetland and waters delineations. Ms. Murray has extensive experience characterizing and evaluating vegetation communities in rugged and remote terrain. She has also implemented restoration plans for several large-scale restoration projects including installation and adaptive maintenance. Ms. Murray also has extensive experience preparing biological resources assessments to meet local, state, and federal requirements and address CEQA, NEPA, and the Endangered Species Act.

EDUCATION

B.S., Botany; Biology,
Concentration in
Environmental Biology;
Humboldt State University,
2006

CERTIFICATIONS/ REGISTRATIONS

ISA Certified Arborist (WE-
12768A)

Issued: October 2019

Expires: January 2023

California Endangered Plant
Species Voucher Collecting
Permit 2081(a)-20-070-V
Issued: April 2020
Expires: January 2023

EXPERIENCE

Rincon Consultants, Inc. (2016
– present)

AECOM (2010-2016)

URS Corporation (2008-2010)

Green Diamond Resource
Company (2007)

Humboldt Redwood Company
(2006)

AFFILIATIONS

California Native Plant Society,
Member

The Wildlife Society, Member
International Society of
Arboriculture, Member

TECHNICAL CAPABILITIES

- Ms. Murray has completed a wide variety of technical writing assignments including but not limited to: Biological Resource Assessments (BRAs), Initial Study Mitigated Negative Declaration (IS-MNDs) biological resources sections, Environmental Impact Report (EIR) biological resources sections, Initial Study Biological Assessment (ISBAs) for the County of Ventura, habitat assessments for listed and special status species, and biological constraints analyses (BCAs) for various development projects, for public and private projects of various sizes throughout California.
- Ms. Murray is an experienced wetland and waters delineator and has expertise in acquiring and implementing jurisdictional waters permits from the US Army Corps of Engineers, Regional Water Quality Control Boards, and California Department of Fish and Wildlife.
- Ms. Murray has extensive experience conducting protocol-level botanical surveys and vegetation community mapping, ranging from small projects to landscape-level assessments covering hundreds of acres.
- Ms. Murray is a skilled restoration specialist and has successfully managed a diverse array of restoration projects from small-scale revegetation efforts to large-scale, multi-year habitat restoration projects with stringent success criteria.

SELECT PROJECT EXPERIENCE

Senior Biologist, Casitas Municipal Water District – Environmental Considerations and Constraints Analysis, Upper Rincon Main Replacement, Ventura County

Ms. Murray prepared an Environmental Considerations and Constraints Analysis which analyzed the biological and/or cultural resources constraints for several design options for the proposed Upper Rincon Main Replacement project. The project consisted of replacing a 1,900-foot segment of the Upper Rincon Main, a portion of which passes over an unnamed tributary to Casitas Creek on a steel support structure. The biological evaluation provided included the results of a background literature review and site visit conducted by Ms. Murray as it related to current site conditions.



PROJECT EXPERIENCE, CONT'D

Senior Botanist, Casitas Municipal Water District – Lake Casitas Vegetation Management Plan, Unincorporated Ventura County, California

Ms. Murray prepared a Vegetation Management Plan, the objective of which is to support the project goals of reducing organic loading levels within the lake, as increased levels of organic matter lead to an increased concentration of disinfection by-products during the treatment process to produce potable water for distribution. The Vegetation Management Plan provides guidance to support vegetation management actions for the shores of Lake Casitas within Ventura County. The Plan describes baseline biological conditions between the water level and the historical high-water mark, outlines vegetation management methods to be employed, identifies biologically sensitive portions of Lake Casitas, and provides methods for avoidance and minimization of biological impacts.

Senior Biologist, Casitas Municipal Water District – Biological Resources Technical Memorandum, Robles Dam Diversion Rebuild, Unincorporated Ventura County, California

Ms. Murray prepared a technical memorandum to provide the Casitas Municipal Water District with an assessment of the potential presence of sensitive biological resources at the Robles Dam Diversion Rebuild project site. The technical memorandum supported California Environmental Quality Act (CEQA) review to assist CMWD and MNS Engineers, Inc. with their environmental clearance process for project implementation. The biological evaluation provided included the results of a background literature review and site visit conducted by Ms. Murray as it related to current site conditions. The project consisted of the rebuilding of the timber cut-off wall at Robles Dam Diversion damaged during the Thomas Fire of 2017. The timber cut-off wall is located within the Ventura River.

Senior Biologist, Casitas Municipal Water District – Biological Resources Assessment and Jurisdictional Waters Delineation, Rincon Main Pipeline Relocation (Ayers Creek Crossing) Project, Unincorporated Ventura County, California

Ms. Murray prepared a Biological Resources Assessment (BRA) to provide the CMWD with an assessment of the potential impacts to biological resources associated with implementation of the Rincon Main Pipeline Relocation (Ayers Creek Crossing) Project (project) in unincorporated Ventura County. The report documented the existing conditions of the project site and evaluated the potential for impacts to species, sensitive communities, jurisdictional waters, wildlife movement near the proposed project, and locally protected resources such as native trees. While the proposed project is exempt from environmental review under CEQA, the Initial Study Checklist in Appendix G to the State CEQA Guidelines was considered in relation to this BRA to adequately address biological resources. The biological evaluation included the results of a background literature review and field reconnaissance surveys conducted by Ms. Murray. Additionally, Ms. Murray prepared a Jurisdictional Delineation Report to assist the CMWD with project planning, and for use by the United States Army Corps of Engineers (USACE) to confirm extent of potential jurisdiction under Section 404 of the Clean Water Act, the Regional Water Quality Control Board (RWQCB), to confirm extent of potential jurisdiction pursuant to Section 401 of the Clean Water Act and the Porter-Cologne Water Quality Control Act, and the California Department of Fish and Wildlife (CDFW) jurisdiction pursuant to California Fish and Game Code (CFG) Section 1600 et seq. Ms. Murray also assisted with implementation of on-site restoration and revegetation efforts following construction.

Senior Biologist, Santa Clarita Valley Water Agency – Honby Pipeline Project, Santa Clarita, California

Ms. Murray prepared jurisdictional permitting packages (United States Army Corps of Engineers Section 404 Nationwide Permit, RWQCB Section 401 Individual Permit, CDFW Streambed Alteration Agreement) and coordinated with jurisdictional agencies to secure required permits. Prepared associated documentation, including an Alternatives Analysis in support of RWQCB Section 401 Individual Permit.

Senior Biologist, Santa Clarita Valley Water Agency – Well 205 Groundwater Treatment Project, Santa Clarita, California

Ms. Murray prepared a Biological Resources Assessment (BRA) to provide SCV Water with an assessment of the potential impacts to biological resources associated with implementation of the Well 205 Groundwater Treatment Project (project) in Santa Clarita, California. The report documented the existing conditions of the project site and



evaluated the potential for impacts to species, sensitive communities, jurisdictional waters, wildlife movement near the proposed project, and locally protected resources such as native trees. The biological evaluation included the results of a background literature review and field reconnaissance surveys conducted by Ms. Murray.

Senior Biologist, Santa Clarita Valley Water Agency – Phase 2B Recycled Water Tanks Project, Santa Clarita, California

Ms. Murray prepared the Biological Resources section of a Supplemental Initial Study-Mitigated Negative Declaration (IS-MND) for the Phase 2B Recycled Water Tanks Project in Santa Clarita, California. The supplemental IS-MND Biological Resources section was prepared using results of a background literature review and field reconnaissance survey conducted by Ms. Murray. Additionally, Ms. Murray managed a protocol-level coastal California gnatcatcher (*Polioptila californica californica*) survey effort for the project.

Senior Botanist, Montecito Water District – Alder Flume Repair Project, Unincorporated Santa Barbara County, California

Ms. Murray conducted a rare plant survey effort in accordance with United States Fish and Wildlife Service, CDFW and California Native Plant Society protocols, and assisted in the preparation of associated reporting.

Senior Botanist – Caltrans District 7 State Route 27 Director’s Order Topanga Cliff Stabilization Emergency Project, Topanga, Los Angeles County

The project involved the stabilization of rocky cliff faces along SR-27 south of the community of Topanga, through the implementation of a steel mesh system. Ms. Murray conducted pre-activity vegetation community assessments and special-status plant surveys and authored a Habitat Protection Plan. She collaborated with the contractor to find creative solutions to preserve the integrity of the vegetation community along a portion of a scenic highway and is coordinating habitat restoration efforts.

Senior Botanist – Plains All American Pipeline, Angeles National Forest, Los Angeles County

Ms. Murray led a rare plant survey effort within 14 miles of pipeline right-of-way in accordance with United States Fish and Wildlife Service, CDFW and California Native Plant Society protocols, and assisted in the preparation of associated reporting. Ms. Murray documented numerous populations of club-haired mariposa lily (*Calochortus clavatus* var. *clavatus*) as well as short-jointed beavertail cactus (*Opuntia basilaris* var. *brachyclada*).

Senior Botanist – Plains All American Pipeline, Angeles National Forest, Los Angeles County

Ms. Murray managed the implementation of several large-scale native plant restoration projects. Efforts included pre-activity biological surveys and jurisdictional delineations, site preparation, hydroseeding, erosion control, weed control, and development of adaptive management techniques. Ms. Murray also trained field staff in restoration monitoring and maintenance methods.

Senior Botanist – City of Los Angeles, Atwater Bridge Restoration Project, Los Angeles

Ms. Murray managed the implementation of a restoration project within the Los Angeles River, including site preparation, container plant installation, ongoing maintenance and monitoring, and invasive species management.

Senior Biologist – City of Perris, Nuevo Bridge Widening and Road Improvements Project, Riverside County

Ms. Murray delineated the limits of jurisdiction of the United States Army Corps of Engineers, Regional Water Quality Control Board, and California Department of Fish and Wildlife for the City of Perris Nuevo Bridge Widening and Road Improvements Project.

Senior Biologist – Coachella Valley Water District, Whitewater River Stormwater Channel Flood Easement Renewal Project, Palm Desert, Riverside County

Delineated the limits of jurisdiction of the United States Army Corps of Engineers as well as the California Department of Fish and Wildlife for a three-mile stretch of the Whitewater River, Palm Desert, CA. Delineation included four wetlands subject to Corps jurisdiction.





Heather Price Curran

BIOLOGIST

Heather Price Curran has been studying biology and conducting research on the Central Coast for over fourteen years. She has extensive field experience, and specializes in the marine realm, though she is also well acquainted with the freshwater and terrestrial flora and fauna of California. Ms. Curran has worked on a wide range of projects as a biologist, environmental monitor, and stormwater professional, and has extensive experience in technical writing.

PROJECT EXPERIENCE

Biologist/Co-Author on Technical Appendices to the Groundwater Sustainability Plan, Upper Ventura River Groundwater Agency, Ventura, California (March 2021 to present) - Ms. Curran was co-author on two technical appendices to the GSP and worked with other Rincon team members to identify, characterize, and assess potential impacts to Groundwater Dependent Ecosystems (GDEs) within the UVRGB. Ms. Curran continues to provide support to the Upper Ventura River Groundwater Agency as they begin the implementation and monitoring phase of their GSP.

Environmental Scientist/Assistant Project Manager, Coastal Hazards Monitoring, South San Luis Obispo County Sanitation District, Oceano, California (November 2019 to present) – Ms. Curran has conducted coastal hazards monitoring and reporting for the project since 2019. She conducts monthly lagoon and beach berm monitoring visits, documenting changes in the Arroyo Grande lagoon footprint and surrounding beach berm topography over time using high precision GPS technology and photography. Ms. Curran has also conducted post-storm monitoring at the wastewater treatment facility and surrounding area following every qualifying rain event since 2019. Additionally, Ms. Curran has assisted with annual channel surveys, collecting elevation and thalweg data within Arroyo Grande Creek and Lagoon. Ms. Curran tracks regional climatic, oceanic, and stream conditions for the project, communicates and coordinates with District and State Parks staff, and writes annual reports for the California Coastal Commission.

Biologist/Environmental Monitor/Project Manager, Bridge Street Bridge Rehabilitation and Habitat Mitigation Project, City of Arroyo Grande, California (June 2020 to present) - Ms. Curran was the lead environmental monitor for this project and has now taken over the role of project manager for the habitat and mitigation monitoring period. Ms. Curran conducted Worker Environmental Awareness Program (WEAP) training for all new crew members working on-site, as well as daily and weekly compliance monitoring. Before and during the placement of a creek diversion, Ms. Curran assisted with relocation of rainbow trout/steelhead (*Oncorhynchus mykiss*) and other native California fish species found within Arroyo Grande creek. She also conducted nesting bird surveys within the riparian habitat and closely monitored multiple active nests within the project area. Ms. Curran works closely with the contractors, construction management team, and City of Arroyo Grande, to ensure that all aspects of the project remain in compliance with environmental permit conditions.

EDUCATION

M.S. Biological Sciences,
California Polytechnic
State University,
San Luis Obispo, 2015

B.S. Biological Sciences,
California Polytechnic
State University,
San Luis Obispo, 2010

CERTIFICATIONS

SCUBA- Rescue Diver and
Advanced Open Water
Certified

CPR/First Aid Certified

WORK EXPERIENCE

Rincon Consultants, Inc.
(2019 – present)

California Polytechnic State
University Biological Sciences
Department
(2015 – 2019)

Kern Environmental
Education Program (Camp
KEEP)
(2015 – 2019)

Cuesta College, San Luis
Obispo, California
(2016 – 2017)
CCFRP
(2010 – 2014)

Catalina Island Marine
Institute
(2011 – 2012)

Research Assistant, nearshore
ground fisheries observing,
CCMS
(August – December 2010)



PROJECT EXPERIENCE CONTINUED

Biologist/Project Manager, Orcutt Tank Farm Roundabout Project, City of San Luis Obispo, California (July 2021 to present) - As the Rincon project manager, Ms. Curran is responsible for coordination with the City of San Luis Obispo and the permitting agencies. Ms. Curran also tracks project compliance with the environmental permits, in addition to conducting biological surveys and environmental trainings on-site.

Biologist, Proposed Energy Project (Client Name Confidential), Morro Bay, California (April 2021 to present) - Ms. Curran is the lead author on the Existing Conditions Report that will be used to support the Application for Certification to the California Energy Commission. Ms. Curran assisted with habitat assessments for both steelhead (*Oncorhynchus mykiss*) and tidewater goby (*Eucyclogobius newberryi*) in Chorro Creek.

Biologist, Mid-Higuera Bypass Project, San Luis Obispo County, San Luis Obispo, CA (March 2021 to present) – Ms. Curran conducted an in-stream survey within San Luis Obispo Creek, documenting existing conditions and steelhead habitat Primary Constituent Elements (PCEs) within the project area. Ms. Curran then wrote the draft Biological Assessment for the South-Central California Coast Steelhead DPS (*Oncorhynchus mykiss*) that the lead agency will submit to the National Marine Fisheries Service (NMFS) as part of the ESA Section 7 Consultation process.

Marine Mammal Monitor, Santa Barbara Desalination Plant Intake Repair Project, IDE Technologies, Santa Barbara, CA (February 2021 to present) – Ms. Curran has conducted marine mammal monitoring aboard a commercial barge while commercial divers work to repair the intake. Before, during, and after work occurs in the water, Ms. Curran documents all marine mammals observed, as well as their distance from the barge and their primary and secondary behaviors. Ms. Curran also conducts WEAP training for all crew members and communicates with the City of Santa Barbara and desalination plant staff daily while monitoring.

Marine Biologist, Limekiln Bridge Replacement Black Abalone Surveys, Caltrans, Big Sur, California (2020) - Ms. Curran conducted intertidal surveys for federally endangered black abalone (*Haliotis cracherodii*) within the study area of the bridge replacement project. She helped identify a previously unknown population of black abalone at this location, as well as to characterize the habitat and identify other intertidal species within the study area. Following field surveys, Ms. Curran also assisted with data entry, reporting, and analysis.

Biologist/Environmental Monitor/Stormwater Professional, Pipeline Safety Enhancement Project (PSEP), So Cal Gas Supply Lines 36-9-09 and 36-1032, Santa Margarita and San Luis Obispo, California (2019 to present) – Ms. Curran has served as a biologist, environmental monitor, and stormwater professional for these pipeline replacement projects. Ms. Curran conducted preconstruction surveys for special-status species at SL 36-909 Sections 12 and 16. Ms. Curran also served as an environmental monitor, ensuring compliance with all PSEP environmental regulations and permit conditions. She surveyed for special status species in and around the work areas and conducted WEAP trainings for all new crew members who were working on-site. Ms. Curran also conducted pre, during, and post-storm monitoring for the alignments, making observations on site conditions and conducting water sampling when necessary. The projects included multiple HDD bores and Ms. Curran gained knowledge of the environmental challenges of HDD, as well as experience in communicating with a crew of over 70 workers from multiple companies. Ms. Curran continues to conduct biological surveys for SL-1032.

Environmental Monitor/Assistant Project Manager, Cold Canyon Landfill, San Luis Obispo County, California (2019 to present) – Ms. Curran is a third-party compliance monitor working on behalf of San Luis Obispo County at Cold Canyon Landfill. She conducts post-storm monitoring, monitors incremental soil excavation, ensuring that biological and cultural monitors are present when needed, and that all mitigation measures are followed. Ms. Curran also conducts regular operations inspections to ensure that the landfill follows abides by their permit conditions of approval, and completes reports based on these inspections. Ms. Curran also completed the 2019 annual report.



Master Services Agreement

This Master Services Agreement (the "MSA") is made and entered into by and between **Mound Basin Groundwater Sustainability Agency** ("MBGSA"), and **Rincon Consultants, Inc.** ("Service Provider") (each a "Party" and collectively the "Parties") as of this 2nd day of September, 2021 (the "Effective Date"). The words "we", "us", and "our" refer to MBGSA, and the words "you" and "your" refer to the Service Provider.

By signing this MSA, the Parties agree as follows:

1. MSA Documents

This MSA sets forth basic terms that will apply to your performance of services during the term of this MSA. Additional and specific terms that will apply to a particular project ("Project") and the performance of particular services will be set forth in one or more statements of work ("SOWs") substantially in the form of Exhibit A. Each SOW will be governed by this MSA. If any term in this MSA conflicts with a term in a SOW, the terms and conditions of this MSA will control, unless the SOW specifies that its terms and conditions will control. Specific terms in a SOW will not affect any other SOW governed by this MSA without explicit agreement of the Parties in writing.

2. Statements of Work / Purchase Orders

You will be responsible for providing all services described in a SOW ("Services"). Each SOW will detail the material terms and conditions applicable to the Services to be provided pursuant to that SOW. A SOW may add additional Services and obligations of the Parties and include additional legal terms and conditions. If either Party requires an assigned purchase order number on invoices, it is understood and agreed that the purchase order document is for internal accounting purposes only and that neither or nor any accompanying form will in any way modify, add to, or delete any of the terms and conditions of this MSA or any SOW.

3. Fees and Payment

Invoicing and payment intervals will be defined in each SOW ("Fee Terms"). Unless the Fee Terms clearly indicate otherwise, we will pay invoices within thirty (30) days of receipt of invoice. All invoices or invoice disputes must be emailed to Jackiel@unitedwater.org to receive timely payment.

If, for any reason, we dispute the performance of the Services or the applicable Fees, we will (a) promptly pay all undisputed Fees and (b) provide a detailed description of the nonconforming Services or disputed Fees sufficient for the Parties to discuss and make a good faith attempt to resolve the dispute ("Invoice Dispute"). If we do not make payment or issue an Invoice Dispute within 60 days, you may provide us with 10 days' written notice of non-payment, after which, if the failure to pay or issue an Invoice Dispute is not cured, you may suspend performance of all Services until we either (i) make payment or (ii) issue a sufficiently detailed Invoice Dispute.

Unless expressly stated in the SOW, you will bear sole responsibility for all expenses incurred in connection with the performance of Services. If a SOW specifies that we will be reimbursing any of your travel and out-of-pocket expenses ("Expenses"), you agree to comply with each of our travel and reimbursement policies, whether formal or informal. Any policy waivers or exceptions must be confirmed in writing by us before you incur the expense. You also agree to provide us with advance notice and estimated anticipated Expenses and to invoice us at your cost and/or IRS-approved rates where applicable and provide copies of original receipts.

4. Confidentiality

We will direct the Services provided by you and communications with you regarding this matter will be through us. All Services and communications are protected by the attorney-client privilege and attorney work product doctrine. Accordingly, all documents, reports, disclosures, plans, and other information of any nature and description, which MBGSA supplies to you or which you discover or develop in performance of the Services is deemed confidential. You must not disclose any of the same to any third party without our prior written authorization, except to the extent that information is in the public domain, was in your possession prior to disclosure to MBGSA or you are required by law.

5. Term and Termination

The term of this MSA will be perpetual from the Effective Date until terminated by either Party on written notice; provided, however, that no termination will affect obligations incurred under this MSA before termination or which, by their nature, extend beyond the term. Notwithstanding the preceding sentence, this MSA will remain in effect for so long as you are obligated to provide Services under any operative SOW.

6. Work and Labor

You agree to observe all laws, ordinances, rules, and regulations of any government unit or agency affecting items furnished and/or the performance of Services.

7. Standard of Work Performed and Materials Sourced

You warrant that you will perform all Services satisfactorily and in a timely manner in accordance with our agreed-upon SOW, specifications, drawings, samples, and any other description you furnish to us prior to or during the course of your Services. In the absence of exact specifications otherwise in the SOW, we will assume that all materials furnished will be of the grade and quality specified in the SOW, and the work will be performed in a professional manner consistent with the customary care and skill ordinarily exercised by professionals in your industry under similar circumstances.

In addition to any other rights or remedies available at law or in equity, you agree to re-execute, at your own cost and expense, any defective or reasonably unsatisfactory work that appears during progress of the Services and will remedy and replace, at your own cost and expense, any defects due to faulty materials or workmanship which appear within a period of one (1) year from the date of acceptance of the completed work by us.

8. No Liens or Encumbrances

You warrant that no liens, encumbrances, security interests, or other third-party claims of any type will attach to real or personal property owned or leased by us as a consequence of your performance of Services hereunder. (For yourself, your successors, and others acting both through or under you.) You also agree, upon request, to furnish to us standard forms of waiver of lien signed by you and all contractors, subcontractors, and materialmen who will furnish labor and materials hereunder.

9. Ownership of Work

Except to the extent that it is expressly limited in any particular SOW, all right, title and interest in the work product of your Services will be and remain our sole property and will constitute a "work-made-for-hire" as such term is understood under U.S. copyright laws. We will have the exclusive right, but not the obligation, to use, adapt, alter, delete from, add to, or rearrange such work product, or any part thereof, to combine the same with other works, and to patent, register for trademark protection, and/or otherwise exploit any and all of the foregoing in any manner as we may determine in our sole discretion. You agree to execute other instruments, give further assurances, and perform acts which are or may become necessary or appropriate to effectuate and carry out the provisions of this Section 9. To the extent ownership of

any work product resulting from your Services for us does not by operation of law vest in us, you hereby assign, sell, transfer, grant, and convey all right, title, and interest in such work product to us. However, during the course of this MSA, you may further develop your knowledge, skills, and experience. Other than as may fall within the "Confidentiality" section of this MSA, nothing in this MSA is intended to limit your use of any knowledge, skills, experience, ideas, concepts, know-how, and techniques developed before or during the course of this MSA, without limitation, in the development, manufacturing, and marketing of your Services.

10. Indemnity

You agree to defend (with counsel acceptable to us), indemnify, and hold us (including our affiliates, member agencies, employees, agents, and representatives) harmless against any and all claims, demands, or other liabilities for suits, injuries, damages, losses, fines, expenses, or costs of any sort, including attorney's fees (collectively, "Claims") to the extent caused by your negligent performance of Services, your intentional misconduct, or your breach of any other obligation under this MSA; except that you need not indemnify with respect to that portion of a Claim resulting from our negligence or intentional misconduct, or to the extent of your reliance on the express written approval, acceptance, or instructions of us with respect to the act or omission giving rise to the Claim. You will, as soon as reasonably possible after receiving notice of a third-party Claim for which indemnity might be sought, notify us in writing, provided that the failure to notify will not relieve you of your obligations.

11. Workers Compensation Insurance

Both Parties will each insure its own employees with Workers' Compensation Insurance in accordance with the statutory requirements of the State having jurisdiction over its own employees who are engaged in the Services and, regardless of policy limit, will hold each other harmless from any claims by its own employees, contractors, subcontractors, and materialmen who have furnished labor hereunder, or successors for injury, disability, or death arising from any work associated with this MSA. Upon request by either Party, a certificate of workers' compensation insurance will be provided evidencing such coverage.

12. Insurance

During the term of this MSA and for a period of three (3) years thereafter, you agree to keep and maintain, at its sole expense, additional insurance as follows:

- (a) Professional Liability (errors and omissions) Insurance of \$1,000,000 per claim and in the aggregate;
- (b) General Commercial Liability Insurance with combined bodily injury, property damage, product liability, completed operations, and contractual liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which specifically covers this MSA, and names the other Party, its subsidiaries, and affiliated entities as additional insured Parties;
- (c) Automobile Liability Insurance, including coverage for hired, owned, or non-owned vehicles, in the amount of \$1,000,000 which specifically covers this MSA and names the other Party, its subsidiaries, and affiliated entities as additional insured Parties; and
- (d) You will furnish to us, upon request, an insurance certificate from a carrier with an A.M. Best rating of "A" or better satisfying the above requirements and containing a complete waiver of subrogation. Your insurance coverage may not be terminated or materially changed without thirty (30) days' prior written notice to us.

13. Subcontracting/Assignment

You may not assign or subcontract any portion of your obligation to perform Services, nor may you assign any money due or to become due under this MSA, without our prior written consent. We may not assign this MSA without your written consent, which may not be unreasonably withheld; provided that such consent will not be necessary for the assignment, by operation of law or otherwise, to any of our parents, subsidiaries, affiliates, or any entity that succeeds our business in connection with a merger, reorganization, or sale of all or substantially all of our assets or voting securities. This MSA will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

14. Independent Contractor/No Third-Party Beneficiaries or Exclusivity by Service Provider

Nothing in this MSA will provide any benefit to any third party; it being the intent of the Parties that this MSA will not be construed as a third-party beneficiary contract. You are acting as our independent contractor and nothing in this MSA will be construed to create or imply a joint venture, partnership, association, or similar obligation between us. As such, any and all sums paid by us to you that are subject to taxing deductions, if any, will be your sole responsibility and you will indemnify and hold us harmless from any and all damages, claims, and expenses, including reasonable attorney's fees, arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments. Nothing in this MSA will impose any obligation on you to provide exclusive services to us.

15. Conflict of Interest

You represent and warrant to us that to your best knowledge, neither you nor any individual who will be performing Services for us has any other interests or business relationships of any kind which could either conflict with our interests or create the appearance of a conflict. You will immediately and fully apprise us of any potential conflicts that may arise.

16. General Warranties

Each Party represents and warrants that: (i) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this MSA; (ii) the execution and delivery of this MSA are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a Party or any law applicable to it; (iii) this MSA constitutes a legal, valid, and binding obligation of such Party enforceable against it in accordance with its terms (subject to any equitable defenses); (iv) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it; and (v) there are no suits, proceedings, judgments, rulings, or orders by or before any court or any governmental authority that could materially adversely affect its ability to perform this MSA.

17. Force Majeure

Force Majeure is the only excuse for non-performance of this MSA by either Party and all other excuses waived. Each Party shall be relieved of its obligation to perform any part of this MSA to the extent its performance is prevented or rendered impracticable by any events or circumstances beyond its reasonable control including, but not limited to, war, fires, floods, acts of God (natural disasters), governmental restrictions, labor lock-outs, civil uprising resulting in damage or destruction of any facilities. Each Party will promptly notify the other in writing of any inability to perform and the cause thereof, as well as its good faith estimate of the date upon which the event will end and its performance will resume. You agree that in the event of a Force Majeure, your allocation of available resources or supply to us will be based on fair allocation by volume among your customers without regard to price or profitability. If the event is anticipated to extend beyond 60 days, we may, at our option, cancel the SOW and/or this MSA and be relieved from our obligations as of the date of cancellation. Both Parties will make reasonable efforts to avoid the adverse impacts of a Force Majeure

and to expeditiously resolve the event or occurrence once in order to resume performance.

18. Events of Default

An "Event of Default" means, with respect to a Party (the "Defaulting Party"): (a) any false or misleading representation or warranty made by a Party or the failure of a representation or warranty made by a Party to remain true during the Term hereof; or (b) a Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) files a petition or otherwise authorizes the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed for 20 business days after such filing; (iii) otherwise becomes bankrupt or insolvent; (iv) is unable to pay its debts when due; (v) fails to post, maintain, renew, or increase collateral when and as may be required hereunder during any Term and such failure is not remedied within two (2) business days after written notice thereof is received; (c) the failure of a Party to perform a material obligation under this MSA or SOW when such failure is not excused by Force Majeure; or (d) any other event affecting such Party specified as an Event of Default in this MSA.

In addition to any other remedies available at law or equity, if an Event of Default with respect to a Defaulting Party has occurred and is continuing, the other Party will have the right to (a) provide written notice of (and stating the nature of) such Event of Default to the Defaulting Party; (b) designate a date between 1 and 20 days after such notice is effective on which this MSA will terminate; (c) withhold payments due to the Defaulting Party; and (d) suspend performance.

19. Governing Law

This MSA will be governed by the laws of California, notwithstanding any state's choice of law rules to the contrary.

20. Miscellaneous

All provisions of this MSA which must, in order to give full force and effect to the Parties' rights and obligations, survive the termination or expiration of this MSA, will so survive. Amendments to this MSA are not enforceable unless in writing and executed by both Parties. If any provision in this MSA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. No waiver or consent, express or implied, of any default will operate as a waiver or consent of any other default. In entering into this MSA, the Parties represent that they have each had an opportunity to consult with their own attorneys and that all of the Parties have cooperated in the drafting and preparation of this MSA. The language of this MSA may not be construed for or against any Party on the grounds that any specific Party or Parties authored this MSA.

21. Notices and Billings

Notices shall be provided to the addresses below. Notices must be provided by facsimile, electronic email, or hand delivery and will be deemed received on the business day it was transmitted or delivered (unless transmitted or delivered after the close of business in which case it will be deemed received on the next business day), and notice by overnight mail or courier will be deemed received two business days after it was sent:

Either Party may change their address for the purpose of this MSA by giving written notice of such change to the other Party in the manner provided in this paragraph.

MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY	
All Notices:	Billings
Bryan Bondy, Executive Director	Jackie Lozano
P.O. Box 3544 Ventura, CA 93006-3544	P.O. Box 3544 Ventura, CA 93006-3544
Phone No.:	Phone No.: 805-525-4431
Email: bryan@moundbasingsa.org	Email: Jackiel@unitedwater.org

And

Rincon Consultants, Inc.	
All Notices:	Payments
Jennifer Haddow	Accounts Payable
180 North Ashwood Avenue Ventura, California 93003	180 North Ashwood Avenue Ventura, California 93003
Phone No.: 805-644-4455	Phone No.: 805-644-4455
Email: jhaddow@rinconconsultants.com	Email: ap@rinconconsultants.com

THIS MSA, INCLUDING ANY EXHIBITS AND SCHEDULES, CONSTITUTES THE PARTIES' COMPLETE AGREEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PRIOR AGREEMENTS OF ANY TYPE, WHETHER WRITTEN OR ORAL. BY SIGNING BELOW, THE PERSON SIGNING FOR YOU WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO SIGN ON YOUR BEHALF. IF THIS MSA IS ALTERED IN ANY WAY, IT WILL BE VOID AB INITIO.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this MSA effective as of the Effective Date.

Rincon Consultants, Inc.	MBGSA
By: _____	By: _____
Print Name: <u>Jennifer Haddow</u>	Print Name: <u>Bryan Bondy</u>
Title: <u>Principal-in-Charge</u>	Title: <u>Executive Director</u>
Date: _____	Date: _____

Statement of Work

Work Order No. 1

Time and Materials GSP Development Support

To: Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, California 93003
Attention: Kiernan Brtalik
Email: kbrtalik@rinconconsultants.com

From: Mound Basin Groundwater Sustainability Agency
P.O. Box 3544
Ventura, CA 93006-3544
Attention: Bryan Bondy
Email: bryan@moundbasingsa.org

In accordance with our Master Services Agreement (“MSA”) dated **September 2, 2021**, the following Statement of Work (“SOW”) is entered into by Mound Basin Groundwater Sustainability Agency (“Customer”) and Rincon Consultants, Inc. (“Provider”) for a new project and/or services (collectively, “Services”):

GENERAL NATURE OF SERVICES: As-needed services to be requested by the MBGSA Executive Director, as further described in the Scope of Services. When applicable, Provider shall ensure all work is performed under the supervision of a California Professional Civil Engineer or Professional Geologist, as applicable to the services provided.

SCOPE OF SERVICES: Anticipated services include, but are not limited to, assist with groundwater sustainability plan development in collaboration with the Executive Director and Intera, Inc.

TERM: **September 2, 2021** through January 31, 2022

COMPENSATION AND PAYMENT: Time and material services, not-to-exceed \$25,000, without prior written authorization. Labor Rates are pursuant to Rincon Consultant Inc. Statement of Qualifications dated August 27, 2021.

PAYMENT TERMS

Payments shall be due:

- upon the completion of the SOW
- as follows: Billing will occur on a monthly basis and shall be based on time and materials. All invoices will be payable on a Net-30 basis. Invoices are due on the 5th business day of each month. Invoices received after the 5th business day of the month are payable on a Net-60 basis. Payment may be delayed up to 30 days beyond these terms in the event of Board of Directors meeting cancellations.

ADDITIONAL TERMS AND CONDITIONS

This SOW will be governed by the terms and conditions of the MSA. In the event of any conflict between the terms set forth in this SOW and the MSA, the MSA shall be deemed to control the relationship between the parties with respect to the SOW.

ACCEPTED AND AGREED:

Rincon Consultants, Inc.	MBGSA
By: _____	By: _____
Print Name: _____	Print Name: Bryan Bondy
Title: _____	Title: Executive Director
Date: _____	Date: _____