AMENDMENT NO. 4
AGREEMENT FOR TECHNICAL SUPPORT SERVICES FOR THE PUBLIC DISTRIBUTION AND REGULATORY NEGOTIATIONS FOR AN INTEGRATED HABITAT CONSERVATION PLAN AND ENVIRONMENTAL ASSESSMENT FOR THE SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ZONE 3 (LOPEZ PROJECT) ARROYO GRANDE, CALIFORNIA

This amendment is made and entered into this_____day of_____, 2012, by and between the San Luis Obispo County Flood Control and Water Conservation District (hereinafter referred to as "District") and Hanson Environmental Inc., a California Corporation having its principal office in Walnut Creek, California, an independent consulting firm (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, District is a water purveyor to the communities of Arroyo Grande, Pismo Beach, Grover Beach, Avila Beach and Oceano, California; and

WHEREAS, as the operator of the Lopez water project in 1961, District was issued a permit for certain water rights to the water within Arroyo Grande Creek by the State Water Resources Control Board (SWRCB); and

WHEREAS, in 1990 District was advised by SWRCB that, as SWRCB is of the opinion that District's water rights do not reflect District's historical operations, District should file a new water rights application that covers District's historical operations; and

WHEREAS, on May 11, 1999, the District executed a contract with Stetson Engineers, Inc., to conduct extensive environmental studies of Arroyo Grande Creek for District's water rights application through the development of an Integrated Habitat Conservation Plan and Environmental Assessment (HCP); and

WHEREAS, on March 9, 2004, the District received and filed the Final Draft HCP and authorized the Director of Public Works to submit said document for regulatory review by the Federal resource agencies; and

WHEREAS, subsequently the District submitted the Final Draft HCP to the Federal resource agencies for regulatory review and concurrently initiated the process to make the HCP available to interested stakeholders and the general public; and

WHEREAS, on June 8, 2004, the District executed an "Agreement for Technical Support Services For the Public Distribution and Regulatory Negotiations for an Integrated Habitat Conservation Plan and Environmental Assessment" (Agreement) with Hanson

Environmental, Inc. and their subcontractor Stetson Engineers (hereinafter collectively referred to as Hanson Environmental), for a period of two (2) years; and

WHEREAS, District staff and Consultant have subsequently been in on-going negotiations with the Federal resources agencies regarding the HCP; and

WHEREAS, on February 28, 2006, the Board of Supervisors executed Amendment No. 1 to the Agreement thereby extending the expiration date until January 31, 2008; and

WHEREAS, on December 11, 2007, the Board of Supervisors executed Amendment No. 2 to the Agreement thereby extending the expiration date until January 31, 2012; and

WHEREAS, on December 8, 2009, the Board of Supervisors executed Amendment No. 3 to the Agreement thereby increasing the contract amount to $169,040; and

WHEREAS, it is now evident that the original Final Draft HCP that was issued in March 2004 will require significant revisions in order to meet criteria established by federal resource agencies; and

WHEREAS, the SWRCB has directed the District to develop and submit a Water Availability Analysis in order for the State to continue processing the District's new water rights permit application; and

WHEREAS, in a separate action, the District will propose to contract with HT Harvey and Associates for the purpose of implementing the necessary revisions to the original HCP; and

WHEREAS, the services of Hanson Environmental will be necessary for completion of the Water Availability Analysis as described in Exhibit "A" attached hereto; and

WHEREAS, Hanson Environmental will also be instrumental in ensuring that the revisions to the HCP are completed in a cost efficient and timely manner; and

WHEREAS, it is now apparent that it will take from 18 to 24 months to complete the HCP process; and

WHEREAS, both District and Consultant agree that Consultant's services are still a critical necessity for successful completion of the negotiation process; and

WHEREAS, it is now necessary to increase the total dollar amount of Consultant's Agreement with the District to ensure sufficient funds to finance Consultant's efforts on behalf of the District; and

WHEREAS, it is also now necessary to extend the expiration date of the Hanson contract.

NOW, THEREFORE, IT IS AGREED by that the Agreement is hereby amended as follows:

I. Amendment:

That certain Agreement dated the 8th day of June, 2004, by and between the parties hereto is hereby amended to read as follows:

A. **Section 1, Scope of Services Summary – Overall Project Schedule.** Is hereby stricken and replaced in it's entirety to read as follows:

1. The overall period of this Agreement for professional services shall be extended from the original date of execution until January 31, 2014. The actual schedule for specific activities and tasks will be determined by **DISTRICT** staff on an as needed basis.

B. **Section 3, Compensation.** Is hereby stricken and replaced in it's entirety to read as follows:

1. **DISTRICT** shall pay to **CONSULTANT** as compensation in full for all services performed by **CONSULTANT** pursuant to this Agreement, a sum not to exceed a total Agreement amount of $246,840, an increase of $77,800 over the previously authorized contract amount of $169,040. This amount includes a committed contingency amount of $22,800 that can only be used after **CONSULTANT** receives prior written notification of the Director of Public Works' determination that additional work outside of the scope of services outlined herein is necessary and was outside the **CONSULTANT's** control. Otherwise, **CONSULTANT's** compensation is limited to $214,040. **CONSULTANT** shall bill **DISTRICT** in accordance with the attached Fee Schedule and Scope of Services (Exhibit A) and **CONSULTANT** agrees that **CONSULTANT** shall perform, in full, all services required of **CONSULTANT** by this Agreement for not more than the sum of $214,040 even if the fees and expenses chargeable under the attached fee schedule amount to more than $214,040.

IN WITNESS WHEREOF, District and Consultant have executed this Amendment on the day and year first hereinafter set forth.

COUNTY OF SAN LUIS OBISPO

By:_____
Chairperson of the Board of Supervisors

ATTEST:

_____
Clerk of the Board of Supervisors

CONSULTANT

By:_____
Charles H. Hanson, CEO
Hanson Environmental, Inc.

APPROVED AS TO FORM AND LEGAL EFFECT:

WARREN R. JENSEN
County Counsel

By: _____
Deputy County Counsel

Dated: 3·7·2012

L:\UTILITY\JAN12\BOS\Hanson Amendment No. 4 2012 Reso.DB:mac

DRAFT

SCOPE OF WORK FOR CONDUCTING A WATER AVAILABILITY ANALYSIS FOR LOPEZ LAKE

This scope of work is prepared for the purpose of conducting a Water Availability Analysis (WAA) for the Arroyo Grande Creek at Lopez Lake. The San Luis Obispo County Flood Control and Water Conservation District (District) is in the process of refiling an application to appropriate water from Arroyo Grande Creek at Lopez Lake. The California State Water Resources Control Board (SWRCB) requires an applicant to prepare a WAA showing that there is "unappropriated water available to supply the applicant" (Water Code. § 1375, subd. (d)).

Stetson Engineers (Stetson) and the District met with the SWRCB staff on January 19, 2012 to discuss the District's Application A030826 and Permit 12814 (Application A018375). The SWRCB staff stated that a WAA would not be needed if a) that the total combined amount diverted under existing permit 12814 (A018375) and pending application A030826 does not exceed 50,000 af; and, b) agrees to bypass all inflow to the reservoir during the months of June through October under any permit issued pursuant to pending application A030826.

Hydrologic analysis by Stetson after the meeting determined that historically about 80% of the inflow has been bypassed during the months of June through October. Under the proposed draft 2011 HCP release schedule it is estimated that about 75% of the inflow would be bypassed during the months of June through October. Therefore, a WAA will be required by the SWRCB. The SWRCB staff has indicated that the WAA "would likely require consideration of the availability of water on a monthly basis during dry, normal and wet years." The work for the WAA will include the following tasks:

TASK 1: MEETINGS/ TELEPHONE CONFERENCES $5,274

This task will include several conference calls with the District and attending at least one meeting with SWRCB staff regarding the WAA and related hydrologic documentation.

TASK 2: PROCESS SENIOR WATER RIGHTS INFORMATION OBTAINED FROM THE DISTRICT $1,924

This task involves processing the senior water rights information compiled by the District. The senior rights information will be reviewed and organized to facilitate analyses in the subsequent tasks described below. Hydrologic information related to SWRCB WR Decision No. 109 on Arroyo Grande Creek will be also reviewed to determine senior water rights.

TASK 3: DETERMINE QUANTITY AND SEASONAL TIMING OF UNAPPROPRIATED WATER DURING DRY, NORMAL, AND WET YEARS $9,299

This task consists of determining the quantity and seasonality of the unimpaired flows in excess of the flow diversions permitted under the existing senior water rights (determined by the District and reviewed/organized by Stetson in Task 2). This task will involve analysis of gaged streamflows and existing uses of Arroyo Grande Creek water downstream of Lopez Lake. The Lopez Lake operations model and additional hydrologic tools developed by Stetson will also be utilized to evaluate downstream flows under the District's new application under both historical conditions and the proposed 2011 HCP flow schedule. Stetson will present the results of the hydrologic impacts on senior water rights, if any, from the District's new application over the extended period of record (1969 to 2011). Any water available for appropriation will be determined for each month and for various hydrologic year types.

TASK 4: COMPLETE WATER AVAILABILITY ANALYSIS REPORT $12,376

This task consists of completing the WAA report under the submittal requirements as set forth by the SWRCB. A draft will be submitted to the District and then the SWRCB through the District. Any comments or edits by the District or SWRCB staff will be incorporated in the Final WAA Report.

The draft WAA will be completed within 60 days from the date Stetson Engineers obtains the senior water rights information from the District. The final WAA will be completed within 2 weeks of receiving comments from the District. The cost estimate for the proposed work is enclosed.

3/2/2012

Project Budget

Lopez Reservoir Water Availability Analysis

	Stetson Engineers Inc.				Totals		
	Staff and Classifications						
	James Reilly Project Manager	Curtis Lawler Senior Hydrologist	Julian Fulwiler Associate Hydrologist	Noah Wasserman GIS Specialist	Total Labor Cost	Total Expenses (3%)	Total Cost
	Billing Rates and Hours						
	$173	$147	$95	$84			
Task 1: Meetings/ Telephone Conference Calls	16	16	0	0	$ 5,120	$ 154	$ 5,274
Task 2: Process Senior Water Rights Information Obtained from the District	4	8	0	0	$ 1,868	$ 56	$ 1,924
Task 3: Determine Quantity and Seasonal Timing of Unappropriated Water during Dry, Normal, and Wet Years	8	52	0	0	$ 9,028	$ 271	$ 9,299
Task 4: Complete Water Availability Analysis Report	24	36	20	8	$ 12,016	$ 360	$ 12,376
Sub-Total Hours	52	112	20	8	**192**		
Sub-Total Costs	$ 8,996	$ 16,464	$ 1,900	$ 672	**$ 28,032**	**$ 841**	**$ 28,873**