

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Larry Walker Associates, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its Phase 2 of the Ukiah Valley Basin Groundwater Sustainability Plan Development; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Mendocino County ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through December 30, 2021.

The compensation payable to CONTRACTOR hereunder shall not exceed Seven Hundred Thirty Six Thousand Four Hundred Twenty Dollars (\$736,420) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Carmel J. Angelo 6-25-18
DEPARTMENT HEAD DATE

Budgeted: ☐ Yes ☐ No

Budget Unit: 0320

Line Item: 862189

Grant: ☒ Yes ☐ No

Grant No.: _____

COUNTY OF MENDOCINO

By: Dan Hamburg
DAN HAMBURG, Chair
BOARD OF SUPERVISORS

Date: JUL 10 2018

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Karla Van Hagen
Deputy JUL 10 2018

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: Karla Van Hagen
Deputy JUL 10 2018

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

Date: 6-25-18

CONTRACTOR/COMPANY NAME

By: [Signature]
Date: 6/14/18

NAME AND ADDRESS OF CONTRACTOR:

Larry Walker Associates

1480 Drew Ave., Suite 100

Davis, CA 95618

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: [Signature]
Deputy

Date: 6/19/18

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO

Date: 6-25-18

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ _____

Mendocino County Business License: Valid ☐ _____

Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever to the extent alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.
- If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.
- In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.
7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third

parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
501 Low Gap Road, Room 1010
Ukiah, CA 95482
Attn: Sarah Dukett

To CONTRACTOR: Larry Walker Associates
1480 Drew Ave., Suite 100
Davis, CA 95618
ATTN: Brian Laurenson

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.

- d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.

Before the COUNTY will issue a notice to proceed with the Services, CONTRACTOR and any subcontractors must acquire, at their expense, a business license from County in accordance with MCC 6.0. Such licenses must be kept valid throughout the Agreement term.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its Phase 2 of the Ukiah Valley Basin Groundwater Sustainability Plan Development shall not exceed \$736,420

payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of

them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. **INTELLECTUAL PROPERTY WARRANTY:** CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. **ELECTRONIC COPIES:**

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. **COOPERATION WITH COUNTY**

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

35. **PERFORMANCE STANDARD**

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in

accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

Task 1 – Program Management and Client Coordination

The LWA team PM will provide overall project management, including:

- DWR Grant management
- Oversight for all task assignments
- Day-to-day contact for the project
- Working closely with the Technical Task Leads to ensure that the work meets overall project needs and is completed on schedule and within budget
- Coordinate and communicate with UVBGS
- Subcontractor coordination
- Quality control and consistency
- Status updates

Chris Peterson (GEI Consultants) is the registered Professional Geologist (PG) expected to oversee geologic investigations that are required to be signed and sealed by a PG. Brian Laurenson (LWA) and Tom Grovhoug (LWA) are the registered Professional Engineers (PE) overseeing engineering investigations that are required to be signed and sealed by a PE. Depending on staff availability, LWA may mutually agree with UVBGS to change this project oversight.

Deliverables:

- Monthly invoices and progress reports
- DWR quarterly reports

Task 2 – Facilitation and Outreach

The LWA team will develop an efficient communication plan that will support the coordination of all the outreach activities and properly document the required meetings to comply with DWR needs. The estimated number of meetings is as follows:

- Six UVBGS meetings per year (on-site in the project area) and six meetings (via conference call) for a total of twelve per year
- Up to four public meetings at key milestones over the project life
- Up to twelve total DAC, tribal, and specific stakeholder (e.g.; Farm Bureau; City Council) on-site meetings to be defined in the final Communication Plan

Upon project initiation, LWA will prepare the Communication Plan that includes the initial meeting schedule and communication methods and tools for stakeholder engagement. The Communication Plan will lay out the rationale and content for meetings through the performance of the project. To the extent possible, the timing of meetings will be coordinated to maximize the efficient allocation of resources by UVBGS and the project

team. The final number of meetings will be established in the Communication Plan that is approved by UVBGSA. If mutually agreed by LWA and the UVBGSA, the Communication Plan may be modified throughout the course of the project to provide efficiency and clarity for meetings and deliverable products within the available budget.

Deliverables:

- Communications Plan (CommPlan)
- Meeting agendas and notes
- Public affairs materials

Task 3 – Maintain DMS, Develop Long Term Strategy

Subtask 3.1 Develop a Data Management Plan

Subtask 3.2 Design and build a groundwater data management system (DMS)

Subtask 3.3 Compile and Review Information to Populate the DMS

Deliverables:

- Data Management Plan
- Operational DMS
- Inventory of digital time series and spatial data

Task 4 – Data Gap Analysis (100% completed by others)

The work for this task is considered 100% completed and only 8 hours to review the available information and to provide comments to the TAC are budgeted.

Task 5 – Monitoring Protocol Manual Development (100% completed)

The work for this task has been 100% completed in Phase 1 and only 8 hours for review and to provide comments to the TAC are budgeted.

Deliverables:

- Recommended edits to Monitoring Protocol Manual

Task 6 – Historical and Current Conditions

- Identify and address undesirable results using the final water budget
- Document results and provide for TAC review
- Update the MODFLOW-2005 model, only if requested, to include more data on the streamflow network
- Incorporate into the existing MODFLOW model the results produced by UCD during Phase 1 for the preliminary water budget
- Support the GSA with the application for DWR Technical Support Services Grant to support new data collection
- Perform a final calibration using readily available data. The report will document historical and current groundwater conditions.

Deliverables:

- Final documentation of historical and current groundwater conditions

Task 7 – Hydrogeologic Conceptual Model (HCM)

- Use the DMS system and soil textural data with geologic structural information to project the geologic layering and populate the 3D tool
- Use at least two (2) cross-sections to display the thickness and extent of aquifers, potential confining beds, and barriers to flow
- Use the cross-sections to accurately represent groundwater conditions including recharge and discharge areas in each part of the basin to GSP stakeholders and the public
- Demonstrate visually where the pumping is occurring and from which principal aquifers
- Identify where aquifers outcrop at or near ground surface and identify these areas as potential storm water capture recharge areas
- Prepare a technical report documenting the “State of the Basin” resulting from the compilation, review, and interpretation of groundwater basin information evaluated in Task 7
- Provide the UVBGSA with additional work regarding characterization of water quality, update of aquifer stratigraphy based on data collected by USGS, delineation of existing and potential recharge and discharge areas, analysis of surface water beneficial uses and water supply sources including locating sources and points of diversions

Deliverables:

- Hydrogeologic Conceptual Model Technical Memorandum

Task 8 – Historical Water Budget

- Review the MODFLOW-2005 model prepared in Phase 1 with the goal of understanding groundwater/surface water interactions within the UVB and to develop a complete water budget.
- Use water budget results developed during Phase 1 and incorporated into the MODFLOW model in Task 6 to assess groundwater/surface water interaction and the long term historical water budget for the basin.
- Determine, based on review and discussion with the TAC and the UVBGSA, if the MODFLOW-2005 model needs to be updated and integrated into a GSFLOW model.

Deliverables:

- Presentation of main results through maps and graphics, to be used in meetings with the UVBGSA and the public

Task 9 – Document HCM and Historical Water Budget

- Summarize results of Task 8 and 9 in a technical report.

- Include comments provided by the TAC after the review of the HCM and the historical water budget in the report.
- Create a separate report to describe the development and calibration of the MODFLOW-2005 model.

Deliverables:

- Draft and Final Phase 2 Technical Reports: HCM, Historical Water Budget, and Model Calibration

Task 10 – Develop Future Baseline Water Budget

- Develop actual and future baseline conditions based on discussion with the UVBGSA.
- Discuss need for a coupled surface water/groundwater model such as the GSFLOW model that USGS is developing for the entire Russian river watershed to properly assess future surface water availability. If determined to be needed, develop the model for a time frame established by the UVBGSA and perform transient simulations for the historical and future conditions.
- Interact with the Sonoma County Water Agency through the Technical Advisory Committee to agree upon data and assumptions that will affect the simulations of boundary fluxes between the two basins].
- Interact with the TAC regarding the development of future scenarios

Deliverables:

- Future Baseline Water Budget Technical Memorandum
- TAC Presentation
- Documentation of TAC review and response to comments

Task 11 – MODFLOW Alternatives Evaluation

- Design water management scenarios through discussions with the UVBGSA
- Use the MODFLOW-2005 model (or the GSFLOW model) to run simulations of the scenarios
- Develop graphical materials to facilitate discussion of the alternative results

Deliverables:

- TAC Presentation
- Alternatives Analysis Technical Memorandum
- Documentation of TAC review and comments

Task 12 – Develop Sustainability Goals and Measurable Objectives

- Develop draft goals and objectives and define sustainability indicators consistent with DWR guidance
- Draft a resolution of support for UVBGSP
- Discuss possible issues and conflicts with the stakeholder groups

Deliverables:

- Presentations and briefings on opportunities, issues and conflicts, purpose and need, goals and objectives
- Draft and final resolution of support of UVBGSP for consideration by stakeholders

Task 13 – Inventory and Review Plans, Projects, Programs, and Policies

- Review all current existing water related plans including:
 - The Ukiah Valley Area Plan;
 - Integrated Agriculture Needs and Management in the Mendocino County Portion of the Russian River Watershed;
 - Coyote Valley Dam Operations Manual;
 - Preliminary Viability Assessment of Lake Mendocino Forecast Informed Reservoir Operations;
 - Coyote Valley Dam Reservoir Storage Reliability Report
 - Dependable Yield of Mendocino Lake; and
 - Minimum Flow Requirements for Environmental Flows (Decision 1610).
- Provide an analysis of gaps in plans, needs for integration

Deliverables:

- Memorandum summarizing inventory and review of existing management plans and measures
- Briefings and presentations

Task 14 – Review Groundwater and Related Resources Management Measures

- Present and discuss feasible water management measures
- Design measures following DWR BMPs suggestions
- Rank the measures using defined screening criteria.
- Interact and discuss results with the UVBGSA and stakeholder groups

Deliverables:

- Management Strategy Memorandum, including screening criteria, work group findings and recommendations
- Briefings and presentations

Task 15 – Integrate Management Strategies, Define Alternatives

- Use the groundwater model to simulate and evaluate selected alternatives
- Compare results to the baseline
- Identify and describe undesirable results
- Develop a cost/benefit analysis for presentation and discussion

Deliverables:

- Preferred Alternative Project Memorandum

- Briefings, presentations and notes of UVBGSA, committee, and work group meetings

Task 16 – Financial Evaluation

- Review and develop funding and revenue alternatives for presentation and discussion
- Present results at meetings and develop a funding strategy program based on feedback from UVBGSA.

Deliverables:

- Funding Alternatives Technical Memorandum

Task 17 – Develop UVBGSP Implementation Plan

- Identify regional priorities for implementation and identify short-term and long-term milestones
- Demonstrate that GSP implementation spans a 50-year planning horizon and that sustainability goals will be achieved in 20 years.
- Develop project and program actions and schedules
- Develop draft and final agreements
- Develop a technical memorandum describing the implementation plan

Deliverables:

- Implementation Plan Technical Memorandum

Task 18 – Prepare Administrative Draft, Public Draft, and Final UVBGSP

- Summarize and compile key work developed in previous tasks and produce draft UVBGSP
- Obtain comments by UVBGSA members prior to the release of the public draft
- Facilitate meetings to review the public draft.
- Prepare the final UVBGSP for adoption at a UVBGSA meeting

Deliverables:

- Administrative Draft UVBGSP
- Public Review Draft UVBGSP
- Meeting presentation materials for two UVBGSA meetings to consider public review draft

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

Task	Cost
Task 1 – Program Management and Client Coordination	\$93,200
Task 2 – Facilitation and outreach	\$97,452
Task 3 – Maintain DMS, Develop Longs Term Strategy	\$74,470
Task 4 – Data Gap Analysis (100% completed)	\$2,400
Task 5 – Monitoring Protocol Manual Development (100% completed)	\$2,400
Task 6 – Historical and current conditions	\$36,600
Task 7 – Hydrogeologic Conceptual Model (HCM)	\$32,430
Task 8 – Historical Water Budget	\$39,100
Task 9 – Document HCM and Historical Water Budget	\$40,630
Task 10 – Develop future baseline water budget	\$84,900
Task 11 – MODFLOW alternatives evaluation	\$40,500
Task 12 – Develop Sustainability Goals and Measurable Objectives	\$27,650
Task 13 – Inventory and Review Plans, Projects, Programs, and policies	\$14,700
Task 14 – Review Groundwater and Related Resources management Measures	\$26,700
Task 15 – Integrate Management Strategies, Define Alternatives	\$45,288
Task 16 – Financial Evaluation	\$22,700
Task 17 – Develop UVBGSP Implementation Plan	\$15,200
Task 18 – Prepare Administrative Draft, Public Draft, and Final UVBGSP	\$40,100
Total	\$736,420

Travel expenses must receive prior authorization from the County and are reimbursed at the State travel rate pursuant to the County's Grant Agreement with the Department of Water Resources.

Contractor will submit invoices no more than once every thirty (30) days, detailing the specific services provided and clearly explaining any incidental charges. Invoices will be reviewed by the department within seven (7) days.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please contact Margaret Yates yatesm@mendocinocounty.org or 707-234-6869.

Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sg01vn000r_epayablesvendors_-na