

**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, Inc., 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 Coastal Groundwater Study & Consulting Services; 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 June 30, 2025.

The compensation payable to CONTRACTOR hereunder shall not exceed three hundred thousand dollars (\$300,000.00) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Julia Vogt 1/31/24
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 2851 (PB)

Line Item: 862189

Grant: ☒ Yes ☐ No

Grant No.: LCP-22-06

CONTRACTOR/COMPANY NAME

By: Laura Foglia

Date: 1/30/2024

NAME AND ADDRESS OF CONTRACTOR:

Larry Walker Associates Inc.
Attn: Dr. Laura Foglia, Vice President

1480 Drew Ave., Ste 100

Davis, CA 95618

COUNTY OF MENDOCINO

By: Maureen Mulheren
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 02/27/2024

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Amap
Deputy 02/27/2024

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

DARCIE ANTLE, Clerk of said Board

By: Amap
Deputy 02/27/2024

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 03/26/2024

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:

By: Ma / Lisa
COUNTY COUNSEL

Date: 03/26/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 03/26/2024

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 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 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.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

- 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
Department of Planning & Building Services
860 N Bush St.
Ukiah, CA 95482
Attn: John Burkes, Assistant Director

To CONTRACTOR: Larry Walker Associates, Inc.
1480 Drew Ave., Ste. 100
Davis, CA 95618
Attn: Dr. Laura Foglia, Vice President

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. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

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 Coastal Groundwater Study & Consulting Services shall not exceed \$300,000.00 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.
36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

Tasks 1 and 2 – Existing Conditions Analysis Memorandum and Coastal Groundwater Mapping and Graphics

Larry Walker Associates (LWA) will conduct a detailed analysis of the existing conditions beginning with data from the sources below:

- Department of Drinking Water (DDW), water quality reports
- Department of Water Resources (DWR), CASGEM water levels
- DWR, Well Completion Reports
- United States Geological Survey, Stream Gauges
- DWR, Dry Well Reporting System Data
- California Geologic Survey, Geologic maps
- Federal and state agencies, climate data, including evapotranspiration and rainfall
- Local agencies, water and wastewater infrastructure
- County Land Use Surveys

Data will first be used to identify the appropriate Study Area for the coastal groundwater study. The initial area evaluated should extend to the watershed boundaries for all streams that discharge to the Pacific Ocean on the Mendocino County coastline. The groundwater study area should include the marine terrace and streamside alluvial aquifers that are present at the coast and the bedrock groundwater aquifers that are tributary to them. Study Area boundaries will be hydrologic (watershed) and hydrogeologic in nature and will be accurately mapped future use. LWA will analyze data collected from within the study area and provide a narrative description of the hydrogeologic framework. The description will include:

- Geometry and structural controls of the alluvial and marine terrace deposits
- Delineation of alluvial/terrace aquifers and bedrock
- Evaluation of aquifer properties (e.g., saturated thickness)
- groundwater elevation
- groundwater storage
- water quality
- impacts of sea level rise on groundwater levels and stream flows
- potential for water quality degradation due to saltwater intrusion

The assessment of available data and existing conditions analyses will include the evaluation of data gaps and provision of recommendations for methods to fill those gaps. LWA's evaluation of these existing conditions, data gaps, and analytical approaches will

be summarized in a Technical Memorandum that includes relevant groundwater maps and graphics.

- Data compiled for the Technical Memorandum will be stored in a GLA-Data database management system (DMS). GLA-Data uses a relational database (SQL Server) backend for storing tabular data and a representative state transfer (REST) server for storing spatial data.

LWA will use the information and data compiled, analyzed, and developed as described above to prepare maps and graphics that represent regional hydrology, topography, terrace and streamside alluvial aquifers, groundwater conditions, and other factors related to the Study Area. These maps and graphics will be related to the existing condition analyses and will be incorporated into the technical memorandum. All maps will be prepared using modern geographic information systems (GIS) software and data management techniques to provide usable, reproducible, and easily updated resources.

- LWA maps and graphics must clearly define the Coastal Zone using hydrology and hydrogeology and account for water district and local purveyor boundaries, land use, water sources, water use, topography, and surface water features as well as supporting a basic hydrogeologic conceptual framework, to develop as-needed hydraulic models, and to support proof of water testing. Maps and graphics developed as part of this task will include:
 - Historical and current land use
 - Surface water watersheds and water bodies
 - Water supply sources
 - Water supply well locations and density
 - Precipitation variation in space and time
 - Climate monitoring station locations
 - Potable water conveyance systems
 - Wastewater collection systems
 - Geologic and geomorphic maps
 - Terrace and streamside aquifer locations and boundaries
 - Localized aquifer parameters
 - Sea level rise and saltwater intrusion potential

The Technical Memorandum produced will include a relevant narrative description and discussion of existing conditions along with maps and graphics. All maps and graphics generated will be included in the final report and may be used in additional tasks.

Task 1 & 2 Deliverables:

- Draft and final existing condition documentation Technical Memorandum including relevant groundwater maps and graphics submitted electronically in Microsoft Word and pdf formats.
- GLA-Data DMS with a user-friendly, web-based interface that presents available

spatial and time series data associated with the project.

Task 3 – Hydraulic Model Development

LWA will develop several analytical models to support land use planning and well permitting decisions.

Watershed Model

LWA will engage with County staff to evaluate potential watershed-wide surface water model tools that could be developed to assess hydrologic conditions in all of the watersheds and streams that discharge to the Pacific Ocean along the Mendocino County coast. Potential platforms for a hydrology model include the United States Geological Society (USGS) Basin Characterization Model (BCM), effectively a simplified grid-based model framework that iteratively computes a water balance given a spatial extent and climate inputs. Additional platforms that will be considered include the United States Environmental Protection Agency (EPA) Better Assessment Science Integrating Point and Non-point Sources (BASINS) (currently in iteration 4.5) that utilizes national scale resources including the National Hydrography Dataset (NHD), National Land Cover Dataset (NLCD), and other datasets to efficiently represent surface water hydrology and translate these representations into other models such as the Watershed Characterization System (WCS), Soil and Water Assessment Tool (SWAT), and others. Both model platforms are likely to allow for the simulation of surface water conditions for areas contributing to the coastal zone in existing conditions and in future land use and climate change scenarios. The watershed model will be used to evaluate if and where the watershed is supporting the local coastal aquifer with more basin-wide recharge. These results will then be included in the more localized approaches.

Saturated Thickness Model

This Excel-based model will serve as the primary tool to assist County staff in determining whether a well proposed to supply a new development will be able to produce water during long dry seasons and multi-year droughts. It will contain fields for entering selected information from the well completion report and the pumping test report. This information will be combined with values from look-up tables indicating the amount of water-level decline expected under intense and prolonged dry conditions. LWA will develop the look-up table values from available water-level hydrographs and structure the tables to facilitate the frequent addition of new data as they become available from recommended monitoring programs. The model will indicate the remaining saturated aquifer thickness above the bottom of the well screen at the end of the dry condition, and LWA will recommend a minimum thickness for County staff to apply.

Recharge Model

LWA will apply a one-dimensional rainfall-runoff-recharge model to various combinations of land cover, precipitation, soil type and slope to generate maps of annual recharge in normal, dry and critically dry years. For evaluating specific wells, County staff can determine the amount of recharge available to a well as a weighted average of the 1-D recharge rates in the area surrounding the well. To support land

use planning, LWA will translate the recharge map into maximum densities of wells that can be supported by local recharge, with different densities for different well uses (residential, commercial, agricultural).

Climate Change Model

LWA will review available climate models and data sets for their applicability to the study area. The selected future time series of precipitation and evapotranspiration (ET) will be substituted into the recharge model to estimate recharge under future conditions. As with the existing conditions analysis, the resulting recharge maps can be used to evaluate individual wells and to recommend maximum development densities. The recharge model operates at a daily time step, which allows the effects of a shift to larger but less frequent storm events to be estimated, in addition to changes in average annual or drought period rainfall and ET.

Sea Level Rise Model

LWA will apply conservative assumptions about sea-level rise, regarding the inland water-table profile, to determine whether well depth and saturated thickness criteria developed for existing conditions will need to be modified for future conditions. The conceptual model for saltwater penetration up creek and river channels is that the slope of the channel approaching the ocean can be used to estimate the inland advance of saltwater for every increment of sea level rise. LWA will create maps showing where existing or future wells would be impacted.

Additional Modeling

As an option, LWA can work with County staff to identify, design, and implement additional phases of model or other analytical tool development to facilitate additional future planning.

Task 3 Deliverables:

- Draft and final model approach memorandum presenting selected modeling techniques and tools prior to model construction.
- Electronic Microsoft Word and .pdf drafts and final model technical memorandum with complete documentation of the modeling and associated analytical methodologies.

Task 4 – Land and Water Use Forecasts

LWA will work closely with County and other local municipal staff to bridge knowledge gaps in the Coastal Element and develop appropriate land and water use forecasting methodologies that are informed by their institutional knowledge. Utilizing information collected from County, local municipal, and other agency staff, LWA will develop and apply a quantitative land use forecasting framework that identifies parcels which will likely undergo land use change to permanent households, transient households (motels, hotels, vacation home rentals, campgrounds, and recreational vehicle parks), employment, retail activities, and major recreational sites. LWA will then evaluate the anticipated water demand associated with these potential land use changes for comparison to the available water supply from the models already developed.

Task 4 Deliverables:

- Electronic Microsoft Word and .pdf drafts and final technical memorandum presenting land use forecasts throughout the Study Area.

Task 5 – Proof of Water Testing Guidelines and Procedures

In this task, LWA will use the information developed in the preceding tasks and work with County staff to develop comprehensive guidelines for proof of water adequacy testing throughout the coastal groundwater zone. This task will also include review of historical proof of water testing procedures in Mendocino County and in other counties with similar programs.

The Saturated Thickness Modeling tool and the maps from all four hydraulic modeling analyses will be included in these procedures to provide the basis for evaluating the adequacy of water supply to a well under exceptionally dry conditions. In addition, and subject to participation, pumping tests will be requested as they are designed to confirm that a well is physically capable of producing the maximum day demand for the proposed domestic, vacation, commercial, or other development without reduced well performance or significantly impacting neighboring wells. The test should include concurrent water-level measurements at nearby wells, if those well owners opt to participate. If included, pumping test procedures will be clearly defined in the guidelines, including criteria to identify who is authorized to perform the tests and specific data collection and reporting requirements.

- Data collected during pumping tests would benefit ongoing updates and refinements to the Saturated Thickness Modeling tool for evaluating supply adequacy under dry conditions. Using the Saturated Thickness Modeling tool in combination with pumping tests could remove the requirement for dry season well testing, thus streamlining and simplifying the proof of water requirements for property owners and other planning permit applicants.

The pumping test guidelines will include tiered well yield requirements tied to water demand estimates that include all potable, non-potable, and fire flows while the proof of water guidelines will include procedures for testing and minimum yield and storage requirements for springs. The yields and required storage capacity for springs will be the same as those for wells and the testing procedures will primarily focus on demonstrating that the spring has been developed to capture and convey water.

Task 5 Deliverables:

- Electronic Microsoft Word and pdf format Drafts and final guideline document with the procedures, methodologies, and requirements for demonstrating adequate water from any well and/or spring proposed as water supply sources in the Study Area.

Task 6 – Problem/Issues Identification

Using the findings from hydraulic model development combined with land use forecasts LWA will identify locations of water supply shortage susceptibility within the study area, based on a range of future climate and development scenarios. This task also will

examine problematic data gaps and provide recommendations to fill them. A series of vulnerability maps and descriptions of potential water supply capacity issues will be incorporated into a Technical Memorandum on Mitigation Measure Development and Recommendations associated with other tasks.

Task 6 Deliverables:

Deliverables for this task will be included in Task 7 and 8.

Tasks 7 & 8 – Development & Analysis of Alternatives, and Mitigation Measure Development & Recommendations

Across the study area, LWA will use the model tools developed and apply statistical methods that incorporate current conditions to identify the number of parcels prone to declining water levels under dry conditions. A status quo scenario for the most vulnerable portions of the study area will involve running the models while incorporating development projections no mitigation in place. Alternative scenarios will center on mitigating the impacts of increasing density on groundwater resources through a variety of approaches, including more stringent water conservation policies, increasing surface water distribution capacity through public water system establishment or expansion, and strategic zoning restrictions. The specific alternatives for analysis will be developed in close consultation with the County and other municipal and local agency staff. The effectiveness of each mitigation measure will be evaluated by reviewing existing and estimated future conditions to assess potential water availability improvement associated with management alternatives.

Finally, a preliminary cost-benefit analysis will be conducted to rank the mitigation alternatives explored. This analysis will provide guidance to the County as to which alternatives will be most effective if implemented.

Task 7 & 8 Deliverables:

Electronic Microsoft Word and pdf format Drafts and final technical memorandum presenting potential problems and development issues, land use alternatives and associated analysis, and mitigation measures identified for each of the land use alternatives

Task 9 – Recommendations

While working on Tasks 1 through 8, LWA will develop recommendations focused on assisting the County and providing data and tools to conduct an ongoing planning process. Recommendations developed will include:

- Additional work that the County should consider bolstering land use
- Entitlement decision-making processes such as:
 - continued data collection for supplementing the proof of water testing procedures and criteria for wells, springs, and small water systems
- Reduced future demands including:
 - limitations on development density
 - localized conservation requirements
 - increased scrutiny on new water demand associated with lot splits

- Address data gaps identified during the study including:
 - additional location
 - capacity
 - use type
 - water quality
 - water level data from existing wells

Task 9 Deliverables:

Deliverables will be included in Task 10

Task 10 – Draft and Final Reports

LWA will prepare a comprehensive Final Report incorporating and documenting all preceding tasks. The Final Report will be a stand-alone document that includes all components of the project from the existing conditions documentation, mapping, and graphics, through recommendations. All interim work products will be incorporated and summarized in the text of the Final Report in sufficient detail to provide planning guidance to the County. LWA in conjunction with Mendocino County will host a stakeholder meeting to present and discuss study findings and incorporate any feedback into the final report. Complete copies of the interim work product will be appended to the Final Report to provide a comprehensive stand-alone document.

Task 10 Deliverables:

- Administrative draft Final Report in both pdf and Microsoft Word formats for County staff review
- Draft Final Report incorporating County comments from the administrative draft for stakeholder comment
- Final Report in pdf and Word formats incorporating stakeholder and County comments

Task 11 – Ongoing Meetings and Project Management

LWA will maintain routine communications with County personnel, including monthly progress meetings and reporting, maintenance of the overall project budget and schedule, including percent completion of tasks and monthly budget balance. Monthly progress meetings will be held virtually at a mutually agreed time and will include those team members with relevant contributions dependent on the work in progress or upcoming at the time of the meeting. Monthly progress reports will accompany invoices, including budget and project status details to allow the County to track progress by task. Progress reports will also present expected upcoming activities for all active tasks. In addition to these routine project meetings, LWA will also attend a meeting to present study findings and recommendations to the County Planning Commission and a separate meeting and presentation for the Board of Supervisors.

Task 11 Deliverables:

- Monthly progress reports

- Virtual Monthly Progress meetings
- Agenda and minutes for monthly meetings
- Schedule updates as needed
- In person presentation to County Planning Commission of the study summary, including findings and recommendations
- In person presentation to County Board of Supervisors of the study summary, including findings and recommendations

The scope of work includes all tasks and deliverables as outlined in the proposal by LWA, Todd Groundwater in association with DBS&A, dated October 24, 2023.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

Contractor shall submit invoices for services to County, monthly, detailing the dates and services per task provided. Billable rates and estimated hourly schedules are delineated below. Invoices shall be processed for payment within 30 days from the date the invoice was received by the County. Invoices for services provided over 120 days prior to invoicing will not be accepted.

Task	Larry Walker Associates								Todd Groundwater						DBSAA		Labor Total	Direct Cost	Labor & Direct
	\$ 332.00	\$ 314.00	\$ 242.00	\$ 214.00	\$ 202.00	\$ 202.00	\$ 174.00	Rate and Estimated Hours \$ 144.00 \$ 300.00	President	Principal Hydrogeologist	Senior Hydrogeologist	Associate Hydrogeologist	Senior Data Analyst	Office Manager	Senior Professional II	Associate Hydrogeologist			
1 Existing Conditions Analysis Memorandum																			
Data Compilation and Analysis											5	10			10	10	\$ 9,465.00		\$ 9,465.00
Draft Technical Memorandum										2	10	15	1		10	30	\$ 14,795.00		\$ 14,795.00
Final Technical Memorandum										2	5	5	1		5	15	\$ 7,705.00		\$ 7,705.00
Task 1 Subtotal:	0	0	0	0	0	0	0	0	2	5	20	30	2	0	31	55	\$ 31,965.00	\$ -	\$ 31,965.00
2 Coastal Groundwater Mapping & Graphics																			
Resources Mapping	0	0	0	0	0	0	0	0	5	5	7	25	27		20	40	\$ 27,020.00		\$ 27,020.00
Task 2 Subtotal:	0	0	0	0	0	0	0	0	5	5	7	25	27	0	20	40	\$ 27,020.00	\$ -	\$ 27,020.00
3 Hydraulic Model Development																			
Evaluate Historical Conditions					5		10	10			5	5				4	\$ 7,405.00		\$ 7,405.00
Model Development				11			8	15	2	8	30	15				18	\$ 24,260.00		\$ 24,260.00
Draft Technical Memorandum							10	10	5	2	10	5	5			2	\$ 11,085.00		\$ 11,085.00
Final Technical Memorandum	6	6	10				6	10	5	2	5	3	2		2		\$ 12,343.00		\$ 12,343.00
Data Gap Analysis							10	10			5	5				4	\$ 10,251.00		\$ 10,251.00
Task 3 Subtotal:	6	6	10	25	0	24	45	40	9	12	55	53	7	0	2	25	\$ 65,364.00	\$ -	\$ 65,364.00
4 Land Use Forecasts																			
Develop Land Use Forecasts	5	5	7			25	14	20	30								\$ 21,208.00		\$ 21,208.00
Technical Memorandum						8	13	15	13								\$ 8,724.00		\$ 8,724.00
Task 4 Subtotal:	5	5	7	0	36	27	35	43	0	0	0	0	0	0	0	0	\$ 29,932.00	\$ -	\$ 29,932.00
5 Proof of Water Testing Guidelines																			
Develop Proof of Water Testing	0	0	0	2		10	11	11	5	20	25	15	4			20	\$ 27,621.00		\$ 27,621.00
Task 5 Subtotal:	0	0	0	2	0	10	11	11	5	20	25	15	4	0	0	20	\$ 27,621.00	\$ -	\$ 27,621.00
6 Problems / Issues Identification																			
Assess Potential Water Supply & Quality Problems	2		2	2					1	1	3	3				5	\$ 4,501.00		\$ 4,501.00
Identification of Groundwater Degradation	2		1	2			6	7	1	1	3	3				8	\$ 6,521.00		\$ 6,521.00
Task 6 Subtotal:	4	0	3	4	0	0	6	7	2	2	6	6	0	0	0	13	\$ 11,322.00	\$ -	\$ 11,322.00
7 Development of Alternatives Analysis																			
Alternatives Identification & Initial	2		5	13	5	4	8	8	5	7	10	5					\$ 16,448.00		\$ 16,448.00
Task 7 Subtotal:	2	0	5	13	5	4	8	8	5	7	10	5	0	0	0	0	\$ 16,448.00	\$ -	\$ 16,448.00
8 Mitigation Development & Recommendations																			
Identify Mitigation Recommendations	3		3		3	5	11	10	2	2	5	5	0	0	0	0	\$ 10,503.00		\$ 10,503.00
Task 8 Subtotal:	3	0	3	0	3	5	11	19	2	2	5	5	0	0	0	0	\$ 10,503.00	\$ -	\$ 10,503.00
9 Recommendations																			
Develop Recommendations & Criteria for Individual Water Supply Systems				4			5	10	15	2	5	5	2				\$ 9,805.00		\$ 9,805.00
Task 9 Subtotal:	0	0	0	4	0	5	10	15	2	5	5	2	0	0	0	0	\$ 9,805.00	\$ -	\$ 9,805.00
10 Draft & Final Reports																			
Administrative Draft							20	25			15	15	5			10	\$ 17,060.00		\$ 17,060.00
Draft Final Report			2	4	8		16	25			10	10	5		2	10	\$ 17,395.00		\$ 17,395.00
Stakeholder Engagement	3								5	5						2	\$ 5,711.00	\$ 2,000.00	\$ 7,711.00
Final Report	5	3							1	1	2	2	2		3	3	\$ 5,537.00		\$ 5,537.00
Task 10 Subtotal:	8	3	2	4	8	0	36	50	6	6	32	27	12	0	5	25	\$ 46,023.00	\$ 2,000.00	\$ 48,023.00
11 Meetings & Presentations																			
Project Management & Coordination			5								5						\$ 2,835.00		\$ 2,835.00
County Project Updates	2		2								10					6	\$ 5,018.00		\$ 5,018.00
Planning Commission Presentation	2	2									5					4	\$ 3,367.00	\$ 2,000.00	\$ 5,367.00
Board of Supervisors Presentation	2	2									5					4	\$ 3,367.00	\$ 2,000.00	\$ 5,367.00
Monthly Invoices				6							5						\$ 3,187.00		\$ 3,187.00
Task 11 Subtotal:	6	4	13	0	0	0	0	0	0	0	30	0	0	2	0	14	\$ 17,634.00	\$ 4,000.00	\$ 21,634.00
Incidentals:																			\$ 253.00
Project Totals	34.00	18.00	43.00	52.00	52.00	75.00	162.00	194.00	38.00	64.00	195.00	143.00	52.00	2.00	58.00	195.00	\$ 293,747.00	\$ 6,000.00	\$ 300,000.00

[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 obtain and maintain insurance coverage as follows:

- 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.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[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 email
Auditorap@mendocinocounty.gov

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