



Santa Cruz Mid-County Groundwater Agency

Request for Statement of Qualifications

Planning and Technical Services for the Groundwater Sustainability Plan Implementation and Reporting

Statement of Qualifications Due: October 15, 2020 by 5pm

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Deadline for Submission: October 15, 2020 by 5pm

1 General Information

1.1 Summary Scope of Solicitation

The Santa Cruz Mid-County Groundwater Agency (MGA) is seeking a qualified Consultant(s) to provide planning, reporting, and technical services to support the implementation of the Groundwater Sustainability Plan (GSP or Plan) in the Mid-County Groundwater Basin (Basin) and related reporting to comply with the Sustainable Groundwater Management Act (SGMA). Services will include the preparation of the GSP Annual Report that provides data on groundwater conditions and a narrative description of the progress toward implementation of the GSP. As required under SGMA, the Annual Report is due to the Department of Water Resources (DWR) by April 1. In March 2020, the MGA submitted the first GSP annual report which covered the period from October 1, 2018 through September 30, 2019 (Water Year 2019).

SGMA requires the MGA evaluate its Plan at least every five years and whenever the Plan is amended, and provide a written assessment to DWR. In January 2020, the MGA submitted the first GSP to DWR. The first Periodic (5-Year) Evaluation of the GSP must be submitted to DWR no later than January 2025. Pending performance of the Consultant(s) in providing planning, technical services and the completion of Annual Reports, the Consultant(s) may also support the completion of first Periodic (5-Year) Evaluation of the Plan and support its submittal to DWR via the SGMA Portal.

In addition to the Annual and Periodic reporting, services are anticipated to include SGMA related technical support, including hydrologic analyses and groundwater modeling, to inform an assessment of progress towards sustainability based upon the sustainable management criteria (SMC) and indicators presented in the GSP. The qualified Consultant(s) may also provide other related SGMA planning and technical support, as needed, to respond the needs of the MGA and to provide expertise and strategic consultation to staff; examples include but are not limited to preparing information for and presentations to the MGA Board of Directors and/or stakeholders, coordination with DWR to ensure GSP alignment with SGMA, supporting potential Plan amendments. The MGA utilizes a collaborative staffing approach of the four member agencies. The Consultant(s) will work in close coordination with the member agency staff and representatives. The MGA's first GSP, the first Annual Report (Water Year 2019), and other relevant documents are available at www.midcountygroundwater.org.

The selected Consultant(s) may enter into a multi-year Professional Services Agreement (PSA) with the MGA to provide a variety of services to support the GSP implementation and reporting. The PSA will be in the form of Master Services Agreement that covers the full range of potential work products and processes and individual Task Orders are developed and agreed upon between the parties for specific work products or bodies of work. The MGA may elect to extend the PSA by one or two additional years as long as performance is satisfactory. A task-based Scope of Work, Schedule, and Fee will be developed between the selected Consultant and the MGA. An initial outline of the Consultant's preliminary scope of services is provided in Section 2

of this RFQ. While the generalized preliminary scope of services is known, the MGA’s potential needs for SGAM related planning, reporting, and technical services and the timing of these needs is not yet known. To allow for the flexibility to meet the MGA’s current and future needs as they are identified, the PSA will be modified via multiple amendments to add specific task orders. For example, the first task order (Amendment 1) will be the preparation of the GSP Annual Report (as described below in Preliminary Scope Task 2.1).

The MGA retains the right to add, remove, or regroup task, or to select a Consultant to support a single or multiple specific task based on review of statements of qualifications and MGA needs. The preferred approach is to work with a Consultant via a multi-year agreement for consistency and efficiency in accomplishing the proposed Scope of Services.

1.2 Organization of this RFQ Document

This Request for Qualifications (RFQ) is organized in the following sections:

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1.3 Contact

The point-of-contact for this RFQ is Tim Carson. Mr. Carson can be reached by email at admin@midcountygroundwater.org.

1.4 Submittal Deadline

Consultants interested in being considered to provide these services are requested to submit their SoQ(s) on or before **Thursday, October 15, 2020 by 5pm**. Late SoQs may not be considered. Submittals of SoQ(s) shall be in electronic format (pdf) to admin@midcountygroundwater.org.

1.5 Pre-SoQ Meeting

The MGA will conduct an optional pre-SoQ submittal meeting for those interested in responding to the RFQ. Attendance at this meeting is not mandatory. This virtual (online) meeting will be held on **Monday, October 5, 2020 at 1pm** via GoToMeeting. At this meeting, the MGA representatives will respond to questions about the Preliminary Scope of Work and RFQ process. To attend, RSVP is required by 9am on Monday, October 5 via email at admin@midcountygroundwater.org. Virtual meeting (GoToMeeting) details will be provided upon RSVP.

1.6 Submittal of Questions

Consultants may submit questions concerning this RFQ in writing via email: admin@midcountygroundwater.org. Requests for information or questions shall be submitted in

writing no later than **four (4)** business days prior to the proposal deadline. Written clarification, or addenda, will be posted to the MGA website at www.midcountygroundwater.org, no later than **three (3)** business days prior to the proposal deadline.

1.7 Addenda

The MGA may determine it is necessary to revise any part of this solicitation. Revisions will be made by written addenda, and it is the respondent's responsibility to comply with any addenda to this solicitation. Written clarification, provided as addenda, will be posted to the MGA website at www.midcountygroundwater.org, no later than **three (3)** business days prior to the proposal deadline.

2 Preliminary Scope of Services

The Preliminary Scope of Services outlined below identifies the primary GSP implementation and reporting tasks that the Consultant will support.

2.1 Annual Reporting

The Consultant will prepare the GSP Annual Report that fulfills the requirements of SGMA and the Consultant will prepare and submit the Report and the related Basin monitoring data and information to the SGMA portal. Preparation of the Year 2 annual report (Water Year 2020) is anticipated to begin in December 2020. Pending performance of the Consultant, the Consultant will lead the preparation of the Annual Report in Years 3 and 4. The Consultant will provide technical support, as needed, to respond to requests for information from DWR related to the Annual Report. Prior to initiating work, a task-based scope of work, budget, and schedule for Year 2 annual report (Water Year 2020) will be prepared by the Consultant that is subject to approval by the MGA.

2.2 SGMA Technical Support

The Consultant will provide technical support for issues related SGMA but not directly in support of the work to complete the Annual Report (2.1) and Periodic Reporting (2.4). This task is anticipated to include:

- Hydrogeologic Technical Support - This task will include technical support related to Basin hydrology and management, including but not limited to tasks to be performed as needed, such as: reviewing technical data and information necessary to assess and evaluate sustainability indicators and criteria (e.g., undesirable results, sustainability goals, minimum thresholds and measurable objectives); refinement of existing groundwater and surface water monitoring programs; analysis of the potential for management actions to contribute to basin sustainability; assessment of water budgets, assessment of sustainable yield, assessment of seawater intrusion, including potential support related to airborne electromagnetic (AEM) data and seawater intrusion; and, interpretations of Basin monitoring data, and hydrologic analyses and assessments to inform Basin management.

- Groundwater Modelling – The groundwater model for the Basin was recently updated during the completion on the initial GSP and the Year 1 Annual Report, the model is up to date but it is anticipated future refinements will be necessary. As needed, the Consultant will refine and improve the model to inform the decision making process with newly collected data. As needed, work may include additional groundwater modeling and management scenario simulations to inform planning in the Basin. The MGA's model is based upon the US Geological Survey's integrated surface water and groundwater model (GSFLOW) that combines both Precipitation-Runoff Modeling System (PRMS) and MODFLOW code. The PRMS portion of the model handles watershed flows, MODFLOW simulates subsurface flow, and the MODFLOW Streamflow-Routing (SFR) package simulates streamflow. The Consultant would be expected to utilize and, as needed, refine and build upon the existing model to perform groundwater modelling.

2.3 SGMA Program Developments and DWR Consultation

The Consultant will provide technical support, as needed, to respond to requests for information from DWR related to SGMA planning and implementation efforts. In addition, to ensure the MGA remains well informed on noteworthy SGMA Program developments and implementation, the Consultant will consult with DWR staff as needed and routinely monitor SGMA Program developments and related information from DWR. The Consultant will provide occasional summary updates to the MGA on noteworthy program developments and relevant statewide implementation efforts. Examples include SGMA program developments and information from conferences and workshops sponsored by the DWR or other State agencies and affiliated associations such as Groundwater Resources Association of California, Association of California Water Agencies, among others.

2.4 Periodic (5-Year) Reporting

The first Periodic (5-Year) Evaluation of the GSP is to be submitted to DWR no later than January 2025. It is anticipated that this work will initiate in late 2023 or early 2024. Pending performance of the Consultant in providing planning, technical services and the completion of Annual Reports, the Consultant(s) may support the tasks necessary for the successfully completion of the GSP's Periodic (5-Year) Evaluation.

In addition, while it is not anticipated that the 2019 Plan will be amended prior to 2025, if necessary, the Consultant could also support work necessary to complete an amendment to the 2019 Plan.

3 Desired Qualifications

3.1 Qualifications

The desired qualifications of Consultant are presented below. Depending on the qualifications of the candidate Consultant firms, the MGA could contract with more than one consultant and include coordination of services among consultants in the scope of work.

- Strong understanding of the SGMA and GSP requirements and required reporting

- Demonstrated knowledge of and experience with compiling and authoring similar public agency plans within agreed-upon scope, schedule and budget
- Knowledge and experience working with hydrological models
- Knowledge and experience assessing groundwater surface water interactions and impacts to groundwater dependent ecosystems
- Ability to produce clear and effective written and graphic product
- Strong technical writing skills
- Capability to bring a diverse and competent team (including subcontractors if needed) addressing all necessary disciplines
- Creativity in working with diverse stakeholders to arrive at mutually acceptable outcomes

4 Schedule and Process

4.1 RFQ Schedule

Consultants interested in being considered to provide these services are requested to submit their SoQ on or before **Thursday, October 15, 2020 by 5pm**. Late SoQs may not be considered. The schedule for the selection process is as follows.

Action	Date
1. Issue RFQ	September 24, 2020
2. Optional Pre-SoQ Meeting	RSVP by October 5, 2020 by 9am Meeting on October 5, 2020 at 1pm
3. Deadline for submitting any questions	October 9, 2020
4. SoQ due date	Thursday, October 15, 2020 by 5pm
5. Interviews of Consultants of exceptional rating, if needed	Wednesday, October 21 between 10am – 4pm
6. SoQ evaluation completed and Consultant selection notification	October 23, 2020
7. Proposal Scope of Work (SOW) development and contract negotiation	October 23, 2020 to Nov. 6, 2020
8. MGA Board Meeting to consider approval of Professional Services Agreement	November 19, 2020

4.2 SoQ Format and Requested Information

The Statement of Qualifications (SoQ) submittal should be limited to 20 numbered pages excluding cover letter, resumes, sealed standard rate sheet, and any dividers. Submittals should be organized as follows:

Section 1: Qualifications

Describe qualifications of Consultant and proposed key personnel:

- Provide a description of the individual or firm, qualifications, number of years in business, number of employees, and current number of active projects.
- Provide an organization chart to identify the key personnel assigned to this contract (including sub-consultants when applicable) and describe their title, background, qualifications, recent similar experience, and responsibility on this project.
- Append key personnel resumes as appropriate.

Section 2: Understanding of SGMA and Reporting Requirements

- Demonstrate Consultant's knowledge of the SGMA regulations and requirements.
- Based upon the Consultant's experience, please describe three to five key elements that are particularly important to consider to successfully develop a GSP.
- Based upon the Consultant's experience, describe three to five facets of the GSP development process that results in a GSP that is primed for successful implementation.

Section 3: Experience with Similar Projects

Present the Consultant's experience with similar SGMA related services:

- Describe Consultant's experience with GSP development and reporting.
- Describe Consultant's experience providing groundwater modeling and hydrologic technical services pertinent to SGMA related planning and reporting.
- Describe Consultant's experience with hydrogeologic and/or groundwater numerical models for surface water and groundwater planning purposes.
- Describe Consultant's experience working as part of multi-agency project team.
- List and describe at least two project examples completed within the last five years similar to the proposed Preliminary Scope of Services (Section 2.0) including dates of service and client. Identify which staff included in Item 1 were associated with each project(s).

Section 4: Client References

Provide a minimum of three unique client references, including contact person, email address, and current telephone number. References should focus on projects in which the key personnel listed under Section 1 had responsibilities.

Section 5: Standard Rate Sheet

As a separate attachment (pdf) to the SoQ, please provide a standard rate sheet by job classification title to be utilized for negotiation of the MGA with the selected Consultant(s) only.

4.3 SoQ Ranking and Award

The MGA evaluation committee will open and review the proposals in confidence and may request additional information from the respondents. Consultants will be evaluated on all information collected by the MGA. Evaluation criteria and weighting used to select the consultant will include the following:

1. Qualifications of Consultant and proposed key personnel (20%)
2. Knowledge of SGMA and Reporting Requirements (20%)
3. Consultant's demonstrated experience with similar projects or programs (40%)
4. Client References: Apparent ability to provide services as needed (10%)
5. Clarity and completeness of the SoQ (10%)

If a clear choice is not initially evident, interviews may be scheduled with those Consultants of exceptional rating. Interviews, if needed, will be scheduled and conducted by virtual meeting via GoToMeeting.

Contract negotiations will begin immediately upon selection. A sample Professional Services Agreement is attached as Exhibit A. If an agreement is not reached within five working days, the next highest ranked candidate may be contacted and negotiations with that candidate would begin. This process would continue until an agreement is reached or it is decided to re-advertise. Responses to this RFQ would be made available to the public only after contract award or decision to re-advertise.

A request for a task-based scope of work and associated fee would be provided to the selected Consultant(s). Although the approach and personnel should align with this submittal, personnel changes and specific strategy can be adapted to the input from the MGA.

The MGA reserves the right to determine the extent, duration, and limit of the services provided. Any deviation from the scope of work and general work-hour duration under contract must be approved beforehand in writing by the MGA.

4.4 Exceptions to the Professional Services Agreement (PSA)

As noted, a sample PSA is provided in Exhibit A. Consultant is advised to review the insurance requirements. Consultant should indicate in its cover letter if it takes exception to any terms or conditions of this example agreement.

4.5 Grant Funding Requirements

Work performed by the Consultant may be funded in part by the MGA with funds from the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Sustainable Groundwater Planning Grant Program), administered by the State of California, Department of Water Resources. A copy of the applicable Standard Conditions pursuant to the grant funding are included as an exhibit in the Professional Services Agreement.

4.6 Public Record (SoQs received)

SoQs received will become the property of the MGA. All SoQs, evaluation documents, and any subsequent contracts will be subject to public disclosure per the "California Public Records Act," California Government Code, sections 6250 – 6270. All documents related to this solicitation will become public records once discussions and negotiations with proposers have been fully completed and an award has been announced.

Appropriately identified trade secrets will be kept confidential to the extent permitted by law. Any SoQ section alleged to contain proprietary information must be identified by the respondent in boldface text at the top and bottom as "PROPRIETARY." Designating the entire SoQ as proprietary is not acceptable and will not be honored.

Submission of a SoQ will constitute an agreement to this provision for public records.

4.7 MGA Rights and Options

The MGA, at its sole discretion, reserves the following rights:

1. To reject any or all SoQs or information received pursuant to this RFQ;
2. To supplement, amend, substitute, or otherwise modify this RFQ at any time by means of written addendum;
3. To cancel this RFQ with or without the substitution of another RFQ or prequalification process;
4. To cancel the scope of services awarded through this RFQ process with or without the substitution of another RFQ or prequalification process;
5. To request additional information;
6. To verify the qualifications and experience of each respondent;

7. To require one or more respondents to supplement, clarify, or provide additional information in order for the MGA to evaluate SoQs submitted;
8. To hire multiple contractors to perform the necessary duties and range of services if it is determined to be in the best interests of the MGA;
9. To waive any minor defect or technicality in any SoQ received; and
10. To add, omit, merge, or split out tasks during the course of the contract.

5 EXHIBIT A – Standard Agreement for Professional Services

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT for Professional Services (“Agreement”) is made and entered into this ___ day of _____, 202_ (the “effective date”), by and between the SANTA CRUZ MID-COUNTY GROUNDWATER AGENCY, a joint powers authority (“MGA”), and (name), a (entity description) authorized to do business in California (“Consultant”) (collectively, the “Parties”).

RECITALS

- A. MGA requires the professional services of a qualified consultant to perform stream monitoring and related services.
- B. Consultant has the necessary experience in providing professional services and advice, and selection of Consultant is expected to achieve the desired results in an expedited fashion.
- C. Consultant has submitted a proposal to MGA and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

1. **Scope of Services.** MGA retains Consultant to perform, and Consultant agrees to render, those services (the “Services”) that are defined in attached Exhibit A (“Scope of Services”). In the event of a conflict between the provisions of Exhibit A and the terms of this Agreement, the terms of this Agreement shall prevail. MGA shall have the right to modify the Scope of Services to delete tasks in whole or in part.
2. **Standard of Performance.** While performing the Services, Consultant will exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant’s profession practicing in the Northern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.
3. **Term.** Unless earlier terminated, the term of this Agreement will commence upon the effective date and shall expire upon completion of performance of the Services hereunder by Consultant. Extensions will be based upon a satisfactory review of Consultant's performance, MGA needs, and appropriation of funds by MGA. The Parties will prepare a written amendment indicating the effective date and length of the extended Agreement.
4. **Compensation.** MGA shall pay to Consultant an amount not to exceed (amount in dollars) (\$XXX,000) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by Consultant, payable as set forth in Exhibit B (“Budget”), attached hereto and made a part hereof by reference.

4.1 Consultant shall provide MGA with a monthly statement, as services warrant, of fees earned and costs incurred for services provided. The statement shall generally describe the services performed, hours worked, applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs.

4.2 Consultant is entitled to expenses as set forth in Exhibit B.

4.3 Payment by MGA shall be conditioned upon and subject to upon Consultant's satisfactory completion of work or appropriate phases or tasks as described in the attached Scope of Work.

4.4 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from MGA any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement.

4.5 Consultant agrees to provide MGA with a W-9 form. MGA shall not withhold any Federal or State income taxes or Social Security tax from any payments made by MGA to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant.

4.6 MGA will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to reimburse MGA within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which MGA makes on behalf of Consultant or any agent, employee, or subcontractor of Consultant for work done under this Agreement. At the MGA's election, MGA may deduct the reimbursable amount from any balance owing to Consultant.

5. Schedule. Consultant will adhere to the schedule set forth in Exhibit C ("Schedule"), provided: that MGA in its discretion may grant reasonable extensions of time for the performance of such services occasioned by unusually lengthy reviews of Consultant's work product or other unavoidable delays occasioned by circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Consultant acknowledges the importance to MGA of MGA's project schedule and agrees to use its best professional efforts to meet the schedule. MGA understands that Consultant's performance must be governed by sound practices.

6. Insurance Requirements. The Consultant shall obtain and maintain for the duration of this Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees, or subcontractors. The

insurance carrier is required to maintain an A.M. Best rating of not less than "A-:VII" as set forth in Exhibit D attached hereto.

7. Grant Requirements. As MGA may seek to obtain grant funding for the Services, Consultant agrees to comply with the Grant Requirements listed in Exhibit E attached hereto.

8. Prevailing Wages. Consultant shall abide by all applicable prevailing wage laws as set forth in the California Labor Code. If the Services under this Agreement, or any portion thereof, are being performed as part of an applicable public works or maintenance project, Consultant agrees to fully comply and to require its sub consultants to comply with such laws. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

9. Required Licenses, Certificates, and Permits. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the Services described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include but are not limited to driver's licenses, professional licenses, or certificates and business licenses. Such licenses, certificates, and permits shall be procured and maintained in force by Consultant at no expense to MGA.

10. Office Space, Supplies, Equipment, etc. Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as necessary for Consultant to provide the services under this Agreement.

11. Defense and Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by MGA), indemnify and hold MGA, its officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents in connection with the performance of the Services, including without limitation the payment of all consequential damages, expert witness fees, attorneys' fees, and other related costs and expenses. Consultant's obligations to indemnify, defend, hold MGA harmless shall not apply where Claims were caused by the sole negligence or willful misconduct of MGA. Notwithstanding the foregoing, to the extent the Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by MGA, its officials, officers, employees, agents, or volunteers.

The Parties expressly agree that this section shall survive the expiration or early termination of the Agreement.

12. Status of Consultant. All acts of the Consultant and its officers, employees, agents, representatives, subcontractors, and all others acting on behalf of Consultant relating to the performance of this Agreement shall be performed as independent contractors and not as agents, officers, or employees of MGA. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of MGA.

13. Subcontracting. Consultant will not subcontract any portion of the Services without prior written approval of an authorized representative of MGA. If Consultant subcontracts any of the Services, Consultant will be fully responsible to MGA for the acts and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and MGA. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing MGA.

14. Other Consultants. MGA reserves the right to employ other consultants in connection with the Services.

15. Records and Audit. Consultant shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement (collectively, "records") for at least four (4) years, unless a longer period of time is required by state or federal law, in which event Consultant shall retain its records for the time required by such laws. Any authorized representative of MGA shall have access to any records for the purposes of an audit, evaluation, examination, or compiling excerpts and transcripts during the period such records are to be maintained by Consultant.

16. Ownership of Work Product. All documents, drawings, and work product ("Work") prepared or produced by Consultant under this Agreement shall become and remain the property of MGA, except as otherwise approved in writing by MGA. Consultant shall retain intellectual property rights in the Work, except Consultant shall grant MGA a nonexclusive, perpetual, and transferable license in all Work protected by intellectual property rights, and MGA may reproduce the Work, prepare derivative works based on the Work, and build improvements depicted in or relating to the Work.

17. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in MGA and Consultant relinquishes all claims to the copyrights in favor of MGA.

18. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of MGA and on behalf of Consultant under this Agreement.

<p>For MGA:</p> <p>Santa Cruz Mid-County Groundwater Agency</p> <p>Attention: Board Clerk</p> <p>5180 Soquel Drive</p> <p>Soquel, CA 95073</p> <p>admin@midcountygroundwater.org</p> <p>Phone:</p>	<p>For Consultant:</p> <p>Name</p> <p>Attention: Contact</p> <p>Address line 1</p> <p>Address line 2</p> <p>Email address</p> <p>Phone:</p>
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19. Conflict of Interest. Consultant, for Consultant and on behalf of Consultant’s agents, employees, and subcontractors warrants that by execution of this Agreement that they have no interest, present or contemplated, in the projects affected by this Agreement. Consultant further warrants that neither Consultant, nor Consultant’s agents, employees, and subcontractors have any ancillary real property, business interests, or income that shall be affected by this Agreement or, alternatively, that Consultant shall file with MGA an affidavit disclosing this interest.

20. General Compliance with Laws. Consultant will keep fully informed of federal, state, and local laws, ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Consultant’s Services with all applicable laws, ordinances, and regulations.

21. Discrimination and Harassment Prohibited. Consultant will comply with all applicable federal, state, and local laws and regulations prohibiting discrimination and harassment.

22. Termination. MGA may, by written notice to Consultant, terminate the whole or any part of this Agreement, if, in the judgment of MGA, that Consultant has materially breached this Agreement, failed to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement or failed to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement, and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as MGA may authorize in writing) after receipt of written notice from MGA specifying such failure. If MGA decides to abandon or postpone the work or Services contemplated by this Agreement, MGA may terminate this Agreement upon written notice to Consultant pursuant to the notice provisions of this Agreement. Termination will be effective immediately upon notification.

Either Party upon tendering thirty (30) days written notice to the other party may terminate this Agreement.

Within ten (10) days of termination Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to MGA. Consultant will be paid for work performed up to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. MGA will make a determination of final payment based upon the value of the work product delivered to MGA and the percentage of the Services performed.

23. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state, or local statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect.

25. Claims and Lawsuits. Consultant acknowledges that if a false claim is submitted to MGA by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code section 12650 et seq., the False Claims Act applies to this Agreement and provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If MGA seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges disbarment by another jurisdiction is grounds for MGA to terminate this Agreement.

26. Jurisdiction and Venue. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Santa Cruz, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

27. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Consultant without the prior consent of MGA, which will not be unreasonably withheld.

28. Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the Parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both Parties had in fact drafted this Agreement.

29. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between any of the Parties herein with respect to the subject matter hereof and contains all the agreements between the Parties with respect to such matter.

30. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right, and actual authority to bind Consultant to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above. This Agreement may be executed in one or more counterparts by the Parties hereto. All counterparts shall be construed together and shall constitute one agreement. A signature reproduced electronically, by facsimile or .pdf shall be treated as an original signature.

SAMPLE

<p>SANTA CRUZ MID-COUNTY GROUNDWATER AGENCY:</p> <p>By: _____ (Name, Title)</p> <p>Date: _____</p> <p>Santa Cruz Mid-County Groundwater Agency 5180 Soquel Drive Soquel, CA 95073</p>	<p>Name:</p> <p>By: _____ (Name, Title)</p> <p>Date: _____</p> <p>Contractor Address</p> <p>_____</p> <p>Federal Tax I.D. Number</p>
	<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>MGA Counsel</p>

EXHIBIT A

Scope of Services

[To be inserted]

EXHIBIT B

Budget

[To be inserted]

EXHIBIT C

Schedule

[To be inserted]

SAMPLE

EXHIBIT D**Insurance**

Without limiting Consultant's responsibility for injury or damage, as aforesaid, Consultant will at its sole cost and expense keep in force at all times during the performance of this contract, public liability insurance and provide a certificate of said insurance. Said insurance will be to limits not less than those shown below and shall be Commercial General and Auto Liability Insurance covering all operations and use of automobiles, including coverage for completed operations and for contractual liability (liability assumed under "an insured" Contract).

- A. **Coverage** - Coverage shall be at least as broad as the following:
1. **Commercial General Liability** (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to MGA) or the general aggregate limit shall be twice the required occurrence limit.
 2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
 3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against MGA, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for MGA; but this provision applies regardless of whether or not MGA has received a waiver of subrogation from the insurer.
 4. **Professional Liability** - (Also known as Errors & Omissions) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If Claims Made Policies:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

- b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, MGA requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to MGA.

- B. **Other Required Provisions** - The general liability policy must contain, or be endorsed to contain, the following provisions:
 - 1. **Additional Insured Status** - MGA, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations.
 - 2. **Primary Coverage** - For any claims related to this project, Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to MGA, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by MGA its directors, officers, employees, and authorized volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- C. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to MGA.
- D. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by MGA. MGA may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or MGA.
- E. **Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-: VII or as otherwise approved by MGA.
- F. **Verification of Coverage** - Consultant shall furnish MGA with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by MGA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. MGA

reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

- G. **Subconsultants** - Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that MGA its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Safety - In the performance of this contract Consultant shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply.

SAMPLE

EXHIBIT E

Grant Requirements

Work performed by the Consultant may be funded in part by State of California, including but not limited to, the Department of Water Resources' Sustainable Groundwater Planning (SGP) Grant Program. The following is to comply, as applicable, with standard conditions of SGP Grant Agreements.

The Consultant agrees to be bound by all applicable provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met.

The Consultant shall maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices.

Pursuant to Government Code §8546.7, the Consultant shall be subject to the examination and audit by the State for a period of three years after final payment under the Grant Agreement with respect to all matters connected with the Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Consultant shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.

The Consultant is subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the contract being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements.

The Consultant, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 et seq.) and have or will provide a drug-free workplace.

The Consultant affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and the Consultant affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

The Consultant agrees to expeditiously provide throughout the term of the Grant Agreement, such reports, data, information, and certifications relating to the Consultant's scope of work as may be reasonably required by State.

The Consultant shall name the State, its officers, agents and employees as additional insureds by separate endorsement on their liability insurance for activities undertaken pursuant to this Agreement.

Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

SAMPLE