

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES  
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS  
(MORE THAN \$100,000)\***

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
Martin B. Feeney  
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows:  
Provide facilitation of the technical advisory committee and management of the stakeholders facilitation/outreach efforts associated with the Salinas Valley Groundwater Basin Zone 2C study required by Policy PS-3.1 of the 2010 Monterey County General Plan.

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 139,420.

3. **TERM OF AGREEMENT.** The term of this Agreement is from date last signed by parties to June 30, 2017, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Workers Compensation Insurance Modification

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

\*Approved by County Board of Supervisors on \_\_\_\_\_.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

## 7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

## 8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

**9.0 INSURANCE.**

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Modification (Justification attached; subject to approval).

#### 9.04 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed

operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.
11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Carl Holm, RMA Director	Martin B. Feeney, Consulting Hydrogeologist
Name and Title	Name and Title
County of Monterey, Resource Management Agency 168 West Alisal Street, 2 <sup>nd</sup> Floor Salinas, CA 93901	P.O. Box 23240 Ventura, CA 93002
Address	Address
(831) 755-5103	(831) 915-1115
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space is left blank, intentionally.



IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Purchasing Officer


Date: \_\_\_\_\_

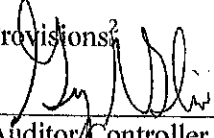
By: \_\_\_\_\_  
Department Head (if applicable)


Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

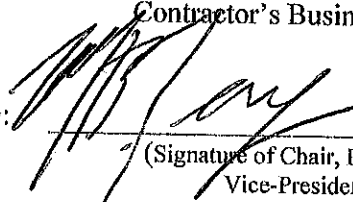
Date: \_\_\_\_\_

Approved as to Form<sup>1</sup>  
By:   
County Counsel  
Date: 3/11/16

Approved as to Fiscal Provisions<sup>2</sup>  
By:   
Auditor/Controller  
Date: RISK MANAGEMENT

Approved as to Liability Provisions<sup>3</sup>  
By:   
Risk Management  
Date: 3-22-16

Martin B. Feeney  
\_\_\_\_\_  
Contractor's Business Name\*

By:   
\_\_\_\_\_  
(Signature of Chair, President, or Vice-President)\*

Martin B. Feeney, Owner  
\_\_\_\_\_  
Name and Title

Date: 3/6/16

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Date: \_\_\_\_\_  
Name and Title

County Board of Supervisors' Agreement Number: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Counsel is required for all Professional Service Agreements over \$100,000

<sup>2</sup>Approval by Auditor/Controller is required for all Professional Service Agreements

<sup>3</sup>Approval by Risk Management is required only if changes are made in paragraph 8 or 9

**EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**Martin B. Feeney**  
Consulting Hydrogeologist

P.G. 4634  
C.E.G. 1454  
C.Hg 145

January 26, 2016

County of Monterey  
168 W. Alisal Street, 2nd Floor  
Salinas, Ca 93901

Attention: Howard Franklin, PG – Project Manager  
Amy Woodrow, PG -- Hydrologist

Subject: Salinas River Groundwater Model Development -- Combined Scope of Work for TAC  
Facilitation and Stakeholders Facilitation/Outreach

**Dear Howard and Amy:**

Matt and I are honored that you have approached us about facilitation of the technical advisory committee TAC and management of the Stakeholders Facilitation/Outreach efforts associated with the development of a new groundwater model for the Salinas Groundwater Basin. Following up on the discussions that you, Matt and I have had about these efforts, we have prepared two separate scopes of work for each of these efforts. As we have discussed, Matt will be performing services associated with the Stakeholders efforts, I will continue in my role as TAC facilitator. My proposal is similar to that I previously had with Brown and Caldwell, however, I have increased the level of effort for some tasks because with the USGS taking over as model developer, I anticipate an increased administrative role in comparison with BC. The scope and budget for the TAC Facilitation through end of the 2016/2017 fiscal year assumes 14 monthly TAC meetings; however, budget is presented such that the monthly cost is readily apparent should there be more or less meetings.

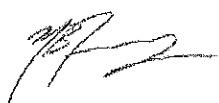
Matt's work includes project management activities, project mobilization and a kick-off meeting, preparation of a communication plan to guide the stakeholder outreach and data collection effort, production of public affairs materials, individual or small group stakeholder meetings, and multiple large group stakeholder meetings. These meetings will be closely coordinated with the MCWRA and County staff. Again, the scope assumes work through the end of fiscal year 2016/2017.

As requested, Matt will be a subconsultant to me on this project. This will simplify project management and contract administration on the County's part. The combined cost estimates for both components of the work totals to end of fiscal year 2016/17 are approximately \$139,420, assuming currently forecasted project schedule. Again, the budgets are presented such that the per-meeting costs are easily broken-out to allow flexibility as schedule changes or the need for cancellation or unanticipated meetings.

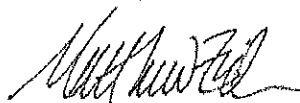
Matt and I look forward to this effort.

Please let me know if you have any questions.

Sincerely,



Martin Feeney



Matt Zidar

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

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### *Salinas Valley Groundwater Study* Groundwater Model TAC Facilitation Scope of Work

Facilitation and supporting tasks, of the Technical Advisory Committee will be performed by Martin Feeney PG, CBG, CHG. Mr. Feeney has 30 years' experience with hydrogeologic issues in the Salinas Valley. Most germane is his facilitation of the TAC supervising the conversion by the USGS of Pajaro Valley Water Management Agency's IGSM-based groundwater model to a MODFLOW-based groundwater model.

#### Work will include:

- **General Coordination/Project Management**
  1. It is assumed that while development and calibration of the historical model is underway, meetings will occur approximately monthly. The attached budget is for January 2016 through June 2017.
  2. After calibration and acceptance of the historical model by the TAC, there will be a need to assess the level of involvement of the TAC with application of the model in evaluating various future/land use scenarios. Assistance with determining future scheduling/frequency for subsequent meeting will be provided.
- **Meeting Administration**
  3. Assist USGS and County with preparation of monthly Agenda
  4. Prepare notification of meetings
  5. Transmit finalized, Agenda/Meeting Notices to TAC members
  6. Transmit supporting materials relevant to meeting
  7. Provide a "head count" of anticipated attendees to County for lunch planning
- **Meeting Facilitation** (It is understood that meetings are monthly, and scheduled for a duration of 4 hours. It is possible, that after model calibration, that future TAC meetings may be shorter in duration). For purposes of this scope of work and the January 2016 to June 2017 period, it assumes 14, four hour meetings.
  8. Chair Meeting
  9. Coordinate with MCWRA staff to:
    - Reserve venue
    - Supply projectors and AV setup(as necessary)
    - Reproduce and distribute materials
- **Meeting Documentation.**
  10. Review minutes taken by MCWRA staff
  11. Edit and prepare draft minutes for review by USGS and County
  12. Finalize minutes
  13. Transmit minutes to TAC members
- **TAC Coordination**
  14. Receive and review correspondence from individual TAC members
  15. Serve as "clearing house" for such communications
  16. Inform concerned members of the County/technical team as appropriate

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

01/27/16

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17. Review and comment on action item responses by USGS and/or County and transmit to the TAC (see Item 5 above).

### **Stakeholders Group Coordination**

18. The concurrent Stakeholders engagement process will require coordination with the TAC's activities. Communications with the Stakeholder's Facilitator will occur monthly and on an as needed basis.

### *Deliverables:*

- Finalized Agenda/Meeting Notices (electronically distributed)
- Draft and Finalized Minutes (electronically distributed and archived)
- Draft and Finalized supporting materials relevant to meeting (electronically distributed and archived)

### *Assumptions:*

- Qualified Agency or County Staff will take minutes at TAC meetings. This scope of work includes reviewing and editing minutes taken by others.

## EXHIBIT A -- SCOPE OF SERVICES/PAYMENT PROVISIONS

**Matthew Zidar**

5259 Mission View Ct., Carmichael CA 95608 [mzidar1@sbcglobal.net](mailto:mzidar1@sbcglobal.net) 916.708.844

### Scope of Service for Stakeholder Outreach during Model Development

January 22, 2016

This proposal is to facilitate the stakeholder outreach efforts during development and calibration of the calibrated, historical conditions groundwater-surface water model (Model) of the Salinas River Valley for the Monterey County Resources Management Agency (County). The Monterey County Water Resources Agency (MCWRA) is coordinating the project for the County and a technical advisory committee (TAC) has been formed. Transparency in the model development process is necessary for the model's success. Subsequent work would be conducted for purposes of planning the future model forecast and assumptions. Howard Franklin is the MCWRA/County Project Manager (PM) and Martin Feeney is the TAC facilitator and prime contractor. Matt Zidar will serve as a subcontractor and as the Stakeholder Facilitator for the project. The proposed billing rate is \$150/hour. The duration of the project is 18 months, from January 2016 to June 2017.

The objectives for the initial outreach effort are to: 1) seek input and data during the model development, specifically targeted towards land use, water distribution, water use and tile drains, 2) inform stakeholders regarding model development, 3) identify stakeholder questions and issues related to the model development. This project is also an opportunity to identify stakeholder issues, questions and expectations for the future use of the model, but the primary focus is on the historical conditions to calibrate the model.

#### 1. Project Management and Coordination.

Monthly conference calls with TAC facilitator, MCWRA PM and USGS as coordinated by the MCWRA. This task is to support project planning and coordination, including regular communications and management activity (e.g. invoice preparation). This includes updating and maintaining the Communications Plan (ComPlan) described below; reviewing TAC meeting agendas, materials and notes for TAC meetings conducted during the stakeholder facilitation and outreach effort, and responding to unanticipated client needs and requests.

#### 2. Facilitation Team Kick-off

Plan and conduct a one half-day meeting to include County PM and TAC facilitator and others as identified by County. The purpose is to review and document: 1) the stakeholder outreach objectives, 2) critical path milestones and schedules, 4) assumptions, 5) project roles, 6) communications protocols, 7) key stakeholders (Individuals and groups), 7) anticipate stakeholder frequently asked questions (FAQs), 8) develop preliminary answers and stakeholder messages, and 9) project risk factors (e.g.; confidentiality, reporting, links to other projects, etc.). Stakeholder lists will be developed by MCWRA/County to identify key groups, and primary (data sources/decision leaders) and secondary (data source/decision 'influencers') stakeholders. This task includes time for stakeholder review of prior TAC minutes, PVWMA model, USGS MODFLOW Farm Package

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

documentation and to generally mobilize for the effort. Stakeholder Facilitator will further coordinate with the USGS and County to finalize the specific data items to be requested from growers and the farming groups, and draft a data request to be used at the small group meetings and obtain data needed for creating model input files.

**Deliverable:** Kick-off meeting notes. Communications Plan (ComPlan). Data request to document data being sought and procurement timeline.

### 3. Develop Frequently Asked Questions Public Affairs Brochure.

Based on FAQ input from the kick-off meeting, produce a draft public affairs brochure (11X17 two sided) providing answers to anticipated questions to be used in the small and large stakeholder group meetings (see below). Facilitator will coordinate calls with the project team to discuss the list of potential questions and answers, draft copy for review, prepare a final draft for review and prepare final copy. It is assumed that the County, MCWRA, TAC Facilitator, and the USGS will provide input during development, and will review draft and final copy; that the County will produce the final brochure and provide copies. The information can also be included in the RMA or MCWRA project web site. Questions to be addressed could include:

- What is a model?
- Why is a model being developed?
- Who is developing the model?
- What are the critical steps in developing a model?
- What is needed from me?
- What are the benefit of the model?
- How will it be used?
- Who can apply the model once it is developed?

**Deliverable:** Draft and final copy for the FAQ Brochure

### 4. Coordinate and Facilitate Individual and Small Group Meetings.

Up to 24 small group or individual meetings will be scheduled and conducted with primary stakeholders identified in the ComPlan. Facilitator will prepare meeting agenda and notes for review by the participants, finalize the notes and coordinate any follow up actions to be taken to obtain the data. At least two meetings per day and up to eight days of on- site meetings are assumed. The purpose these meetings are to: 1) explain the need for data and how the model is being developed, 2) request data from groups or individuals that will improve model, 3) identify stakeholder questions and issues. This information is intended to help refine the stakeholder messages and develop strategies to address stakeholder issues, and to minimize project risk factors that could impact model development approaches or schedules. The stakeholder input at these meetings could influence the scheduling and conduct of subsequent meetings and/or result in refinement to the ComPlan. Stakeholder facilitator will plan, organize and facilitate the meetings, and document the meeting results, specifically identifying the subsequent actions, major discussion points, questions, and issues. The number of small group meetings will be based on the need and the ability to coordinate meetings over multiple days. At minimum, eight days in Monterey County are planned.

**Deliverable:** Meeting agendas, meeting notes.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### 5. Coordinate and Facilitate Large Group Stakeholder Meetings.

Coordinate with County to schedule meetings, set final agendas, define roles, develop handouts and presentations for at least six larger stakeholder group meetings, including at least one meeting upon completion of the calibration and a second before transitioning into model application. Meetings will be conducted in the northern Salinas Valley and Southern Salinas Valley. The invitee list will be compiled with input from primary and secondary stakeholders small group meetings (e.g.; Farm Bureau, Grower Shipper, Ag Commissioner) and with input from MCWRA and the County. Additional meetings will be scheduled consistent with the schedule and client needs and as identified by the client.

County and/or the USGS will prepare any technical presentation materials. The purpose of the meetings will be to explain the model methods, calibration results, and plan for future use of the model. The informed lay person is the target audience and the tone and content of the meeting will be tailored to the needs of this audience, focusing on popularizing the purpose and need for the model. The Stakeholder Facilitator will review and comment on draft presentation materials (power point, briefings, white papers, etc.) prepared by others for their specific agenda items; coordinate meeting logistics; and prepare materials for distribution before or at the meetings, and document meeting results.

**EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

County of Monterey									
Salinas River Groundwater Basin Model Facilitation									
BUDGET (thru end of fiscal year 2017)									
\$139,420									
<b>Professional Service</b>			M. Feeney	M. Zidar	Prof	Assoc	Work Proc.	Data Entry	Graphics
TASK DESCRIPTION	HOURS	FEE	\$190	\$150	\$135	\$100	\$70	\$60	\$80
<b>TAC Facilitation 14 meetings - M. Feeney</b>									
Task 1	Project Management/Support/Teleconference	100	19,000	100					
Task 2-6	Meeting Preparation	30	5,700	30					
Task 7-8	Meeting/Facilitation/Material Review	154	29,260	154					
Task 9-17	Minutes Review/Finalization/Distribution	50	9,500	50					
Task 18	Coordination with Stakeholders Process	54	10,260	54					
		<b>388</b>	<b>73,720</b>	<b>388</b>					
<b>Stakeholders Outreach - M. Zidar</b>									
Task 1	Project Management/Support/Teleconference	76	11,400	76					
Task 2	Project Mobilization, Kick-off and CommPlan	42	6,300	42					
Task 3	FAQ Public Affairs Piece	54	8,100	54					
Task 4	Facilitate small group and individual meetings	192	28,800	192					
Task 5	Coordinate and Facilitate Large Group Stakeholder Meetings	74	11,100	74					
		<b>438</b>	<b>65,700</b>	<b>438</b>					
<b>TOTAL (LABOR)</b>		<b>826</b>	<b>139,420</b>	<b>388</b>	<b>438</b>				
<b>OTHER DIRECT CHARGES (ODC)</b>									
	Number	Rate\$	Fee						
SUBTOTAL (ODC)									
<b>TOTAL COST</b>			<b>139,420</b>						



## **EXHIBIT B – WORKERS COMPENSATION INSURANCE MODIFICATION**

At the time of execution of this Agreement, Contractor (Martin B. Feeney) does not have employees and therefore, does not carry a Workers' Compensation Insurance coverage. Should Contractor hire employees during the term of this Agreement, Contractor shall comply with County's insurance requirements pertaining to Workers' Compensation as described in Section 9.03 of this Agreement.