

Board Contract Summary

BC 16-181

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: Auditor-Controller Intranet Policies->Contracts.

D1.	Fiscal Year	FY 15-16
D2.	Department Name	Water Agency
D3.	Contact Person	Fray Crease
D4.	Telephone	x3542

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	Groundwater Sustainability Agency formation and SGMA grant tracking and application services
K3.	Department Project Number	
K4.	Original Contract Amount	\$ 560,736 (\$509,760 plus \$50,976 continuing)
K5.	Contract Begin Date	April 5, 2016
K6.	Original Contract End Date	June 30, 2018
K7.	Amendment? (Yes or No)	N/A
K8.	- New Contract End Date	N/A
K9.	- Total Number of Amendments	N/A
K10.	- This Amendment Amount	\$ N/A
K11.	- Total Previous Amendment Amounts	\$ N/A
K12.	- Revised Total Contract Amount	\$ N/A

B1.	Intended Board Agenda Date	April 5, 2016
B2.	Number of Workers Displaced (if any)	N/A
B3.	Number of Competitive Bids (if any)	N/A
B4.	Lowest Bid Amount (if bid)	N/A
B5.	If Board waived bids, show Agenda Date	N/A
	and Agenda Item Number	N/A
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)	added in Exhibit B paragraphs B and F

F1.	Fund Number	3050
F2.	Department Number	054
F3.	Line Item Account Number	7460
F4.	Project Number (if applicable)	
F5.	Program Number (if applicable)	3016
F6.	Org Unit Number (if applicable)	
F7.	Payment Terms	net 30

V1.	Auditor-Controller Vendor Number	243526
V2.	Payee/Contractor Name	Dudek
V3.	Mailing Address	605 Third Street
V4.	City State (two-letter) Zip (include +4 if known)	Encinitas, CA 92024
V5.	Telephone Number	805-308-8531
V6.	Vendor Contact Person	Jane Gray
V7.	Workers Comp Insurance Expiration Date	8/28/16
V8.	Liability Insurance Expiration Date	8/28/16
V9.	Professional License Number	8/28/16
V10.	Verified by (print name of county staff)	CLopez

V11 Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 3-7-16 Authorized Signature: 

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the **Santa Barbara County Water Agency**, a political subdivision of the State of California (hereafter COUNTY) and **Dudek** with an address at 621 Chapala Street, Santa Barbara, CA 93101 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Fray Crease at phone number (805) 568-3542 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jane Gray at phone number (805) 308-8531 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

- To COUNTY: Mr. Thomas D. Fayram, Santa Barbara County Water Agency, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101
- To CONTRACTOR: Ms. Jane Gray, Dudek, 621 Chapala Street, Santa Barbara, CA 93101

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on **April 5, 2016** and end performance upon completion, but no later than **June 30, 2018** unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to

the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. COUNTY retains the right to waive a conflict of interest disclosed

by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the

California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice

period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. **SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. **PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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Agreement for Services of Independent Contractor between the **Santa Barbara County Water Agency** and **Dudek**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Ex Officio Clerk of the Board of
Directors of the Santa Barbara
County Water Agency

**SANTA BARBARA COUNTY WATER
AGENCY:**

By: _____
Deputy Clerk

By: _____
Peter Adam, Chair, Board of
Directors

Date: _____

RECOMMENDED FOR APPROVAL:

Santa Barbara County Water
Agency

CONTRACTOR:

Dudek

By: 

Scott McGolpin
Public Works Director

By: 

Authorized Representative

Name: _____
Frank Dudek
Title: _____
President

APPROVED AS TO FORM:

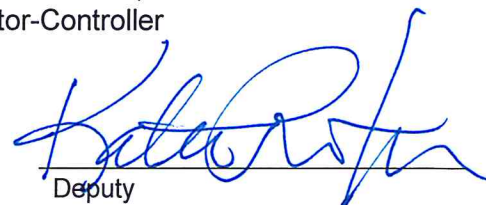
Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: 

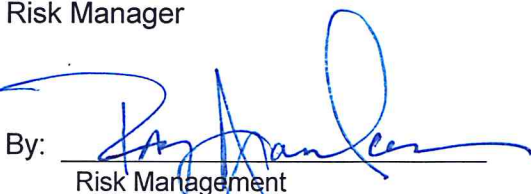
Deputy County Counsel

By: 

Deputy

APPROVED AS TO FORM:

Ray Aromatorio ARM, AIC
Risk Manager

By: 

Risk Management

Cover Letter

EXHIBIT A

February 19, 2016

STATEMENT OF WORK

Fray Crease
Interim Water Agency Manager
Santa Barbara County Water Agency
130 E. Victoria Street, Suite 200
Santa Barbara, California 93101

Subject: GSA Formation and Grant Services

Dear Ms. Crease:


Dudek is pleased to have prepared this proposal to the Santa Barbara County Water Agency (Water Agency) for GSA formation and grant services related to the San Antonio Creek and Cuyama Valley Groundwater Basins. Dudek's firm-wide expertise along with our local knowledge and understanding of the local groundwater basins and geography will afford the Water Agency with the highest-quality work products as well as the most responsive and nuanced customer service experience. Our team offers the District the strengths discussed below.

A Local, Responsive and Invested Project Team. Our Santa Barbara team has worked in Santa Barbara County (County) for more than three and a half decades. We possess superior local technical proficiency as well as demonstrated success in the issues that will be addressed through the GSA formation process in both of the identified basins. Our local employees know the County and its citizens, and are well-acquainted with the opportunities and challenges in the basins. The trusted relationships we have developed with the communities that overlie both basins and our collective regional understanding provide the Water Agency with an unparalleled, invaluable, data-rich resource in Dudek.

Knowledgeable Project Management. Our project manager, Jane Gray, has over 20 years' of project management experience, specializing in water/wastewater planning and permitting, agricultural resource and policy planning, policy analysis, entitlement services, and grant writing and management. Ms. Gray and deputy project manager Matt Naftaly, who has more than 25 years' experience working on groundwater and surface water projects in the County and surrounding areas will provide the county with superior services and support. Trey Driscoll will lead Dudek's technical team and Ron Schnabel will assist him. Together, they will bring diverse hydrogeologic experience analyzing, monitoring, modeling, and forecasting groundwater supply and storage.

We are pleased about this opportunity to provide these services to the Water Agency. Should you have any questions please contact Ms. Gray at 805.308.8531 or jgray@dudek.com.

Sincerely,


Jane Gray, Project Manager

1 About Dudek

Firm Overview

Dudek, an employee-owned California corporation, helps public sector clients design, plan, permit, and manage projects involving infrastructure development, natural resource management, and regulatory compliance. Our experts manage projects to achieve local utility district and regulatory objectives and use our resources efficiently to save time and money.

We understand the needs of the Santa Barbara County Water Agency (Water Agency) and bring our depth of technical knowledge and experience to manage a sustainable groundwater management plan successfully from concept through implementation.

Dudek at a Glance

- 11 California offices, including Santa Barbara
- California Corporation C1210012
- Top 200 U.S. Environmental Firms, Engineering News-Record
- 90% rating for reliability, delivery, timeliness and responsiveness, Dun & Bradstreet Open Ratings
- 300+ employees statewide

Local Team with Agency Expertise

Our hydrogeological team effectively communicates with the local community and decision makers by coordinating technical expertise, policy interpretation, and client advocacy. We will leverage our long-standing relationships with local agencies to expedite complex permitting processes, saving the Water Agency time and money.

We will manage the requested services from our Santa Barbara office, with support from our Pasadena and Encinitas offices. **Figure 1** shows the locations of all our offices statewide.

Our regional staff members live in the communities in which they work, and are invested in the outcomes of public projects. Dudek's project manager, Jane Gray, will make this project a top priority, and will be the Water Agency's point of contact from start to finish. Assisting Ms. Gray, the project team will see your projects through to completion.

When needed, we can also call on experts from our more than 300 staff statewide to provide specialized expertise. We will respond quickly and efficiently to any task or project, no matter the location. Our multidisciplinary team includes the following:

- AICP-certified CEQA/NEPA planners
- CDFW- and USFWS-certified biologists
- Certified arborists and foresters/oak specialists

FIGURE 1. DUDEK OFFICE LOCATIONS



- Compliance monitoring and reporting specialists
- Registered professional archaeologists
- Licensed landscape architects
- Registered environmental property assessors
- Professional foresters
- Air quality, noise, and climate change specialists
- Certified floodplain managers
- LEED professionals
- Certified GISPs
- Certified hydrogeologists
- Licensed geologists
- Licensed professional engineers
- Licensed contractors (Class A, C-27)

Financial Stability

Dudek is an employee-owned corporation that has been profitable each year since its founding in 1980. The firm is in sound financial condition, and has no financial or legal issues that would impede our ability to provide the services sought for this contract. Dudek has a strong, experienced, fiscally responsible management team. This has allowed the company to finance operations with internally generated funds.

2 Scope of Work

Project Understanding

This proposal is to provide the Santa Barbara County Water Agency (Agency) with services and support related to GSA formation in the San Antonio Creek and Cuyama Groundwater Basins. The concept of GSA formation promoted through SGMA as a means to achieving sustainable basins and implementing SGMA mandates is a foundational activity that shapes the arc of SGMA compliance. GSA formation sets the tone and stage for follow-on activities such as the development of Groundwater Sustainability Plans (GSP) and the implementation of projects. GSAs, which represent local governance of water resources and stewardship, are empowered with financial regulatory and enforcement abilities and will be the local entities having authority over water supply, management and potentially land use.



This proposal specifically addresses the Cuyama Valley, San Antonio Creek, and Santa Ynez Valley groundwater basins, and in a more general sense, addresses the Agency's involvement in the Goleta Groundwater Basins, City of Santa Barbara Basins, the Montecito Basin and the Carpinteria Valley Basin. Dudek understands that the Water Agency's role in each basin may change in response to DWR's on-going developing SGMA guidelines or direction from the County Board of Supervisors.

Although data management and GIS is not an item that Dudek has discussed with the Water Agency in relation to this project, we understand that data management is a key component of this project for SGMA, related to GSA formation and GSP development as well as the overall SGMA process, transparency, and updates. Should the Water Agency be interested, Dudek has extensive experience with various levels of data management and can provide a Web-based data management platform and interactive mapping application for the Water Agency to use during the SGMA process and in regard to



FIGURE 2. INTERACTIVE DATA MANAGEMENT SYSTEM EXAMPLE

Dudek designed and built an interactive data management system for the Ramona Municipal Water District, allowing them to manage and maintain their water and sewer-related infrastructure.

GSA and GSP tasks (see Figure 2 for a representative example). The specific capabilities of the data management system would be determined in consultation with the Water Agency, but Dudek would recommend designing a system that would allow for an interactive database that would give the Water Agency oversight and password protection over areas that need internal security for the County and/or the Water Agency. Dudek would also design and build a publicly available Web-based interactive mapping application, which would allow a user to zoom in and retrieve public data. All Dudek Web applications offer secure data storage and transfer, including password protection, role-based access, secure Dudek/cloud servers, activity logging/monitoring, and integration

with robust third-party authentication models (e.g., Windows, Esri). If the Water Agency is interested in these capabilities, we will be happy to provide further information.

Task 1

GSA Formation and Governance in the San Antonio and Cuyama Groundwater Basins

1.1 San Antonio Creek Groundwater Basin GSA Formation

In the San Antonio Creek Groundwater Basin (San Antonio Basin), the Water Agency is both leading the Basin Boundary Modification process and conducting an in-depth technical study of the groundwater basin; additionally, it is expected that the County will act as the San Antonio Creek GSA, with participation from Cachuma Resource Conservation District. The GSA formation discussions have already been broached given the current and on-going work and it is anticipated that GSA formation is imminent and may take less time than in the other basins. The sub-tasks related to GSA formation for the San Antonio Creek Groundwater Basin are outlined in Table 1.1 below:

Table 1.1 – San Antonio Creek Groundwater Basin – GSA Formation

Sub - Task	Activities	Description of Activity	Deliverable(s)
Identify and Engage Stakeholders and Develop Plan for Addressing Interested Party Concerns	Compile stakeholders and contacts and Stakeholder Outreach and Engagement Plan	The basin study now underway has resulted in a comprehensive list of potential stakeholders in the SGMA process and resulting GSP. Task 1 will consist of using the existing list to identify, contact, and engage all interested parties, including noticing, preparation of educational material, and stakeholder meetings. Further outreach will also be conducted to ensure that all stakeholders have been included and engaged. Given that there has been preliminary and ongoing work in the basin, the SBCWA has already developed relationships and identified interested parties and stakeholders, resulting in a basic understanding of the concerns and issues. As part of the Stakeholder Outreach and Engagement Plan, a plan and process will be developed and implemented to address ongoing stakeholder and interested parties' concerns.	List of stakeholders and contact information, copies of educational information and brochures, data management database, dedicated online website, Stakeholder Outreach and Engagement Plan.
	Develop and implement a plan for addressing interested party concerns and address ongoing concerns		
	Creation and distribution of information materials		
	Creation and maintenance of a data management tool		
	Creation and maintenance of a dedicated website		
Conduct Stakeholder and Agency Planning Meetings	Preparation of notice, and conducting three meetings to select GSA participants	GSA membership may include Santa Barbara County, VAFB, and the Los Alamos Community Services District. This task will provide for the selection of GSA participants through a transparent, collaborative process to reach consensus on membership and roles.	Public notices, agendas, meeting materials, and meeting minutes from three planning meetings.

Determine and Implement a Governance Structure for the GSA	Conduct two meetings to determine governance structure	Determine and implement a governance structure for the GSA structure (e.g., single GSA with multiple agency members, multiple coordinated GSAs, centralized or distributed governance). This task will include the mechanism by which the GSA is formed (e.g., Memorandum of Understanding or Joint Powers Authority).	Notices, agendas, meeting materials, and meeting minutes from two meetings. Draft and executed official Governance Document approved by relevant Boards.
	Produce and adopt necessary governance documents		
Develop Bylaws, Ordinance(s) to be Adopted by the GSA	Develop Bylaws, Ordinance(s) to be Adopted by the GSA	The GSA will establish and adopt the mechanisms by which it will accomplish the goal of groundwater sustainability.	Notices, agendas, meeting materials and meeting minutes from two meetings. Draft and executed bylaws, ordinances, and authority documents approved by relevant Boards.
Prepare and Execute the Necessary Resolutions Forming the GSA	Compile and submit notification materials to DWR	Each GSA member and the newly formed GSA will execute a resolution for the participation in and formation of the GSA. A plan for addressing the concerns of all interested parties will be developed. This task includes the compilation and submittal of all notification materials to DWR.	Notices, agendas, meeting materials, and executed resolution from the relevant Boards and counsels forming the GSA. A list of all stakeholders and agencies and the concerns expressed by them.

In addition to the work discussed above, there will be interaction between the Santa Antonio Creek Basin GSA and the ultimate formation of a GSA in the Santa Ynez Valley Groundwater Basin (Santa Ynez Basin). The SGMA process and GSA formation will be led by the Santa Ynez River Water Conservation District, but the County will be a participating as a GSA member and dialogue will be required as these GSAs move forward.

1.2 Cuyama Valley Groundwater Basin GSA Formation

In the Cuyama Valley Groundwater Basin (Cuyama Basin), the County is pursuing Basin Boundary Modification and beginning the process of forming a GSA. Related to this process is the formation of a California Water District by agricultural interests in the Cuyama Basin, which is already underway and in process with LAFCO. The sub-tasks related to GSA formation for the Cuyama Valley Groundwater Basin are outlined in the Table 1.2 below:

Table 1.2 – Cuyama Valley Groundwater Basin – GSA Formation

Sub - Task	Activities	Description of Activity	Deliverable(s)
Identify and Engage Stakeholders and Develop Plan for Addressing	Compile stakeholders and contacts and Stakeholder Outreach and Engagement Plan	A rigorous process will be conducted to identify, contact, and engage all interested parties, including noticing, preparation of	List of stakeholders and contact information, copies of educational information and

Interested Party Concerns	Develop and implement a plan for addressing interested party concerns and address ongoing concerns	educational material, and stakeholder meetings. The SBCWA will also prepare and adopt a Stakeholder Outreach and Engagement Plan that summarizes the stakeholders, roles, responsibilities, and project purpose to ensure that there is an inclusive, transparent, and agreed-upon process in place. Given that there has been preliminary and ongoing work in the basin, the SBCWA has already developed relationships and identified interested parties and stakeholders, resulting in a basic understanding of the concerns and issues. As part of the Stakeholder Outreach and Engagement Plan, a plan and process will be developed and implemented to address ongoing stakeholder and interested parties' concerns	brochures, data management database, dedicated online website, Stakeholder Outreach and Engagement Plan
	Creation and distribution of information materials		
	Creation and maintenance of a data management tool		
	Creation and maintenance of a dedicated website		
Conduct Stakeholder and Agency Planning Meetings	Preparation of notice and conducting three meetings to select GSA participants	GSA membership may include Santa Barbara County, any of the four counties overlying the basin, the Cuyama Valley Community Association, and agricultural interests. This task will provide for the selection of GSA participants through a transparent, collaborative process to reach consensus on membership and roles.	Public notices, agendas, meeting materials, and meeting minutes from three planning meetings.
Determine and Implement a Governance Structure for the GSA	Conduct two meetings to determine governance structure	Determine and implement a governance structure for the GSA structure (e.g., single GSA with multiple agency members, multiple coordinated GSAs, centralized or distributed governance). This task will include the mechanism by which the GSA is formed (e.g., Memorandum of Understanding or Joint Powers Authority).	Notices, agendas, meeting materials, and meeting minutes from two meetings. Draft and executed official Governance Document approved by relevant Boards.
	Produce and adopt necessary governance documents		
Develop Bylaws, Ordinance(s) to be Adopted by the GSA	Develop Bylaws, Ordinance(s) to be Adopted by the GSA	The GSA will establish and adopt the mechanisms by which it will accomplish the goal of groundwater sustainability.	Notices, agendas, meeting materials, and meeting minutes from two meetings. Draft and executed bylaws, ordinances, and authority documents approved by relevant Boards.
Prepare and Execute the Necessary Resolutions Forming the GSA	Compile and submit notification materials to DWR	Each GSA member and the newly formed GSA will execute a resolution for the participation in and formation of the GSA. A plan for addressing the concerns of all interested parties will be developed. This task includes the compilation and submittal of all notification materials to DWR.	Notices, agendas, meeting materials, and executed resolution from the relevant Boards and counsels forming the GSA. A list of all stakeholders and agencies and the concerns expressed by them.

1.3 Santa Ynez Groundwater Basins

In discussions with the Agency and the Santa Ynez River Water Conservation District (District), it is Dudek's understanding that with the District will be leading all the GSA formation efforts, but that the Agency is a full member of each of the three GSAs in the Santa Ynez sub-basins/areas. In particular, there are substantial "white areas" in the eastern sub-basin in which only the County would have jurisdiction; therefore, Dudek anticipates a more coordinated and involved effort with the Santa Ynez River Water Conservation District and GSA members as well as stakeholders. Furthermore, collaboration between interested parties has produced the City of Lompoc Groundwater Management Plan in the western sub-basin and the Buellton Uplands Groundwater Management Plan in the central sub-basin; however, a 1995 attempt to develop an Assembly Bill 3030 plan for the eastern sub-basin was not successful, indicating that reconciliation of all interests in this area may prove more challenging.

It is also our understanding that Dudek would support the Agency in participation with the Santa Ynez GSA membership. Whilst not completely defined at this time, it is expected that tasks would include facilitation, meeting attendance, review of documents, participation in the drafting of any ordinances, discussions on governance, bylaws, etc.

As a first step in the critical path, Dudek will conduct a thorough analysis the land uses in the "white areas" of the Basin in order to determine and evaluate the land uses, associated acreage of land uses and acreage and type of irrigated agriculture and rangeland. Dudek will then create a parcel map overlay of these areas to provide clarity of ownership and inventory land uses, owners and acreages. Finally, Dudek will apply known irrigation factors to each crop type and ascertain water demand.

1.4 Goleta Valley, City of Santa Barbara, Montecito and Carpinteria Valley Groundwater Basins

Similar to the item above, it is Dudek's understanding that the current statutory authorities over groundwater resources in the following basins: Goleta Valley, City of Santa Barbara, Montecito and Carpinteria Valley will be leading all the GSA formation efforts in their respective jurisdictional areas, but that the Water Agency will be a participating as a GSA member in each. Whilst not completely defined at this time, it is expected that tasks would include facilitation, meeting attendance, review of documents, participation in the drafting of any ordinances, discussions on governance, bylaws, etc.

Task 1.5 Public Outreach, Engagement, and Facilitation of Stakeholder Interests

The public outreach, engagement, and facilitation task within GSA formation has a dual role in that there is facilitation of interested entities and stakeholders within the basin and the more general public outreach and engagement. These tasks are important and require different, but similar skill sets in negotiation, impartial leadership, and process efficacy. Dudek understands that facilitation is a critical component of the success of GSA formation and good facilitation requires awareness, strategy, and an understanding of the strengths, opportunities, conflicts, and subtleties of an area. Associated with SGMA compliance and GSA development, there may be overt and covert interests that could be factors in the evolution of decision-making as it relates to the management and governance of the basin. Therefore, effective facilitation (and effective facilitators) requires a forward-thinking approach and the ability to anticipate challenges, identify opportunities, defuse potential conflict, and support consensus. Dudek's role entails the ability to run an efficient and productive process while ensuring that the common purpose and defined outcomes are achieved while also maintaining a defensible

and transparent process. In the facilitation role, Dudek will work hand-in-hand with the Water Agency. We will ensure that Water Agency staff is apprised of and involved in setting agendas, consistent messaging, consulting with entities and stakeholders in the basin as well as the public, and keeping on target and within the timeline. Dudek will prepare all meeting notices, agendas, and materials and ensure that all stakeholders and the public are properly noticed. Dudek will also ensure that the public interface via a Website/Web portal is curated and up to date.

Dudek will also work in concert with the Water Agency in interfacing and communicating related to items concerning Tasks 1.3 and 1.4.

Task 1.5 is on-going and Dudek anticipates work to be carried through the entire timeline of the project.

Timeline and Cost Estimate

Dudek successfully obtained Proposition 1 Grant funds on behalf of the Water Agency for GSA formation in the Cuyama Valley and San Antonio Creek groundwater basins. Hence, the cost estimates and budget summary in section 5 are reflective of these budgets.

Task 1.1

Dudek anticipates that activities related to Tasks 1.1 will be conducted between March 2016 and December 2017. The total secured grant amount for tasks related to the formation of a GSA in the San Antonio Basin is \$232,520, \$127,500, of which is County match and \$105,020 is the budget Dudek is proposing to utilize.

Task 1.2

Dudek anticipates that activities related to Task 1.2 will be conducted between March 2016 and December 2017. The total secured grant amount for tasks related to the formation of a GSA in the Cuyama Basin is \$286,720, \$142,500, of which is County match and \$144,220 is the budget Dudek is proposing to utilize.

Task 1.3

Dudek anticipates that activities related to Task 1.3 will be conducted between March 2016 and December 2017. The total estimated cost for tasks related to the land use analysis and mapping as well as formation of a GSA in the Santa Ynez Basin is \$102,600.

Task 1.4

Dudek anticipates that activities related to Task 1.3 will be conducted between May 2016 and December 2017. The total estimated cost for tasks related to involvement in GSA formation in other areas of the South Coast Groundwater Basins is estimated to be \$55,000.

Task 1.5

Dudek anticipates public and stakeholder outreach meetings related to GSA formation. Further, there may be outreach and stakeholder responsibilities and tasks in association with the Santa Ynez GSA formation. We anticipate the budget associated with these efforts to be approximately \$25,000.

Task 2

Grant Tracking and Applications

Dudek maintains active on-call grant writing contracts with various jurisdictions throughout the state and has over the years successfully obtained tens of millions of dollars in projects for clients through various federal and

state grant programs. On the federal level, Dudek subscribes to electronic mailing lists (e.g., Listserv) and receives updates on the development of programs and release of funding opportunities. We keep a current list of grants and regularly update clients on grant and loan possibilities, as well as advising them on “good fit” projects. Dudek works with our clients to develop comprehensive, multi-benefit projects, and to identify project partners and/or synergies between similar interests. Dudek staff is experienced in fostering working relationships as appropriate with potential project partners to support mutual ends for larger-impact projects and benefits. We also engage in garnering community support and enthusiasm for projects on behalf of our clients. Further, beyond our good record in obtaining grants, we have excellent rapport with grantee agencies.

Our staff is engaged in monitoring and tracking all available funding opportunities at both the federal and state level, and as such, Dudek would be closely coordinating with the Water Agency to ensure that the Water Agency is well positioned to apply for and receive grants and to leverage funds through federal and state programs. Dudek would be preparing applications on the Water Agency’s behalf and, at the direction of the Water Agency, would cultivate collaborative relationships with project partners as applicable to provide the highest benefit to the Water Agency.

Costs for this portion of the proposal are speculative at this point because the scope of the applications is not yet known, but Dudek will presume a minimum of \$18,000 per application (presuming two applications) and grant management costs of \$12,000 per successful grant application, for an estimated cost of \$60,000.

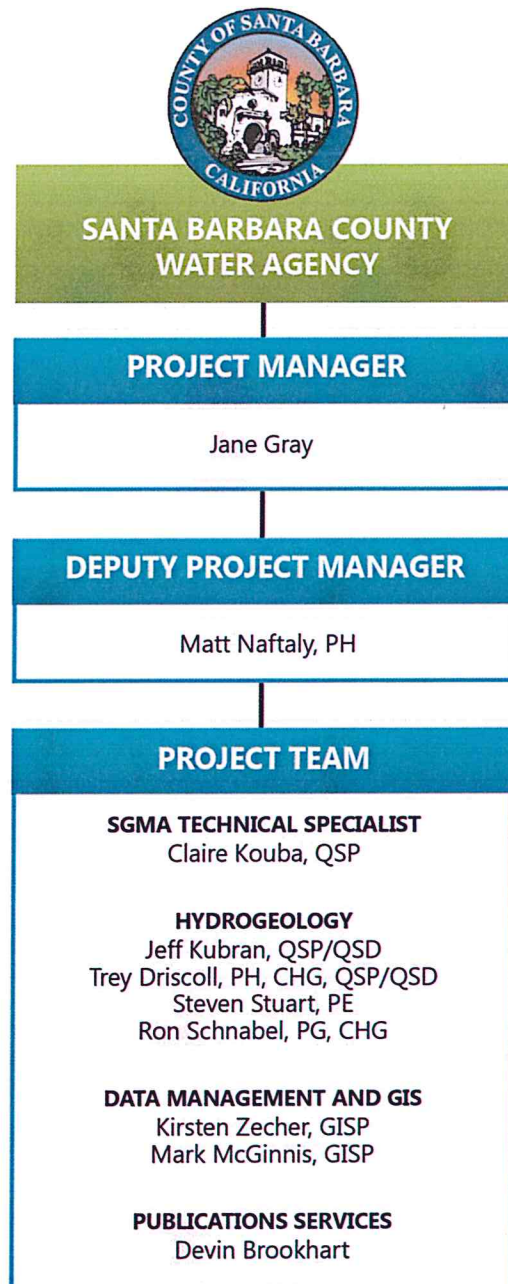
Pursuant to the grant administration and management for the Counties with Stressed Basins application, the grant budget allows for \$17,920 for consultant work and \$20,000 for County related grant administration. Therefore, Dudek proposes a budget of \$17,920 for the administration and management of this grant agreement and the San Antonio Creek and Cuyama Valley Groundwater Basins’ Grant Administration.



3 Key Personnel

Successfully managing the SGMA process requires a team with a precise blend of California water policy understanding, reliable agency relationships, groundwater expertise, and knowledge of the site specifics in the County. We assembled a team led by some of California’s leading groundwater experts. **Figure 3** illustrates our team’s organization. Brief biographies of key personnel are included in this section, with full resumes provided in **Appendix A**.

FIGURE 3. DUDEK TEAM ORGANIZATIONAL CHART



Project Team

Project Manager

Jane Gray

Jane Gray is an environmental specialist and project manager with over 20 years' project management and environmental planning experience, specializing in water/wastewater planning and permitting, agricultural resource and policy planning, policy analysis, land use planning, project development and entitlement services, and grant writing and management. Ms. Gray has a diverse and nuanced planning background, having worked as a project manager, analyst, and environmental planner for nongovernmental entities, public agencies, and private firms and corporations. She has been responsible for projects varying from small-scale development and infrastructure planning in developing economies to private residential and commercial developments throughout California.

EDUCATION

Universität Dortmund, Germany
MS, Regional Planning and Management
State University of New York, Buffalo
BS, Social Work

PROFESSIONAL AFFILIATIONS

APWA

To her projects, Ms. Gray brings acumen, efficacy, and a customized approach to efficient service delivery. Her ability to skillfully negotiate the often disparate interests involved in projects and bring about consensus will be an asset to this project. Ms. Gray has organizational expertise, technical aptitude, planning proficiency, and competency in facilitation that the Water Agency can rely on.

Deputy Project Manager

Matt Naftaly, PH

Matt Naftaly is a hydrologist with 25 years' local professional experience in groundwater management, surface water allocation, State Water Project administration, regional water conservation programs, and drought response. Mr. Naftaly has overseen and coordinated significant water-related projects and programs with water districts; cities; and federal state, and local agencies. Mr. Naftaly has followed the legislation and overseen compliance with the SGMA since its inception. As project manager for a diverse group of water and grant programs, he has experience in effectively fostering communication and gaining consensus among groups with varied interests and backgrounds. Mr. Naftaly has a range of technical skills, including groundwater basin analyses, reservoir reoperation, hydrologic data collection systems, and hydrologic analyses.

EDUCATION

University of California,
Santa Barbara
BA, Geological Sciences

CERTIFICATIONS

PH No. 13-H-5003

PROFESSIONAL AFFILIATIONS

Engineers without Borders, Santa
Barbara/Ventura Chapter

- Technical Co-Lead on Tanzania Water Supply Project

SGMA Technical Specialist

Claire Kouba, QSP

Claire Kouba is an environmental engineer with 3 years' experience in hydrogeology, specializing in groundwater resources development, water quality and sampling, and data analysis and management. Ms. Kouba has researched and prepared several large application documents for private and public sector entities, and is currently providing support for the hydrogeological and public outreach components for two ongoing SGMA projects.

Hydrogeology

Jeff Kubran, QSP/QSD

Jeff Kubran is a hydrogeologist and GIS specialist with over 10 years' experience specializing in GIS, groundwater supply and remediation, water supply evaluations, and environmental investigations. He is an expert in the areas of hydrological modeling, geospatial data management, spatial analysis, and cartographic production. Mr. Kubran has experience creating and integrating data for natural resource applications for both small and large municipalities. His project experience includes geologic and geophysical logging, well construction oversight, environmental site assessments, water quality sampling and reporting, and GIS analysis. Mr. Kubran understands GIS queries, geodatabase topology, geoprocessing, and 3-D analysis. He works with Rasters, labeling in ArcMap, and uses LiDAR data to create, edit, and manage geodatabases and metadata.

Trey Driscoll, PG, CHG, QSP/QSD

Trey Driscoll is a principal hydrogeologist with 14 years' experience in the environmental field. He specializes in water supply evaluation, water balance investigations to determine sustainable yield, groundwater supply and treatment, and groundwater management. Mr. Driscoll brings diverse experience to the project team, and has supported numerous projects encompassing a wide range of areas. His project experience includes watershed analysis, municipal well design, logging, and construction oversight; municipal well destruction; groundwater replacement cost valuations; ongoing program management of a critically overdrafted groundwater basin; water quality and hydrology technical reports; and exploratory groundwater investigations.

EDUCATION

Stanford University
MS, Geological and Environmental
Sciences
BS, Environmental Engineering

CERTIFICATIONS

OSHA 40-hour HAZWOPER Certification
QSP No. 25683
Certified Erosion, Sediment and Storm
Water Inspector, No. 4559

EDUCATION

University of California, Santa Barbara,
Bren School of Environmental Science &
Management, MESM
BA, Geography

CERTIFICATIONS AND TRAINING

QSP/QSD No. 25238
Basic HAZUS-Multi Hazard Workshop
Loma Linda University, 8/2009
GPS Mapping for GIS with TerraSync and
Pathfinder Office 10/2009
Esri Virtual Classroom, 6/2010
Introduction to Geoprocessing Scripts
using Python
Introduction to Urban and Regional
Planning using ArcGIS

EDUCATION

Hobart and William Smith Colleges
BS, Geoscience & Environmental Studies

CERTIFICATIONS

PG, CA No. 8511
CHG, CA No. 936
QSP/QSD No. 20167

PROFESSIONAL AFFILIATIONS

National Groundwater Association
CA Groundwater Resources Association
San Diego Association of Geologists

Steven Stuart, PE

Steven Stuart is a professional hydrogeologist with 18 years' experience managing groundwater supply projects and hydrogeological investigations in Southern California. He has experience using Groundwater Vistas to build, calibrate, and implement 2-D and 3-D finite difference numerical models to simulate groundwater flow in the unsaturated and saturated zones and evaluate the hydraulic capture of wells and changes in aquifer storage in groundwater basins. Mr. Stuart also has experience designing and constructing water production wells and observation wells, managing and performing various on-site field activities such as aquifer testing to estimate aquifer properties, and collecting groundwater samples to evaluate water quality.

EDUCATION

San Diego State University
MS, Geology (Hydrology emphasis)

University of California, San Diego
BS, Physics (Earth Sciences specialization)

CERTIFICATIONS

PE, CA No. 79764

Ron Schnabel, PG, CHG

Ron Schnabel has more than 35 years' experience as a geologist and 15 years as a hydrogeologist. He has used his thorough understanding of geology and hydrogeology to develop projects requiring planning, permitting, design, and operational expertise with water banking and artificial groundwater recharge. Mr. Schnabel has been project manager and key team member on more than 20 groundwater banking and recharge projects in California, as well as for numerous other types of projects. His regulatory experience includes environmental permitting, plans of operation, and CEQA and National Environmental Policy Act compliance and permitting. Mr. Schnabel uses his experience to perform surface water- and groundwater-related investigations; artificial recharge projects for aquifer storage and recovery; and well design, construction, and testing. His experience includes groundwater modeling, GIS, statistics, surface water measurement methods, and geophysics.

EDUCATION

California State University, Sacramento
BS, Geology

CERTIFICATIONS

PG, AZ No. 39745, CA No. 7836, OR No. 2020, WA No. 463

CHG, CA No. 867

PROFESSIONAL AFFILIATIONS

California Groundwater Resources Association

Data Management and GIS

Kirsten Zecher, GISP

Kirsten Zecher is a senior GIS analyst with more than 25 years' experience working in the geospatial field specializing in the management of GIS projects requiring complex spatial analysis and cartographic excellence. Ms. Zecher has had significant experience as the lead GIS analyst for the preparation of more than 35 environmental planning documents involving the data inventory, design, analysis, modeling, mapping, and impact reporting for multilayered, large-scale projects. She has specific expertise working with regional and local jurisdictions and evaluating land use issues with regard to long-range planning.

EDUCATION

University of California, Santa Barbara
BA, Geography (Emphasis in GIS, Remote Sensing, and Cartography)

Esri ArcGIS 3D Analyst, ArcGIS Spatial Analyst, Geodatabase, Geoprocessing, Model Builder, and VBA

CERTIFICATIONS

Certified GISP, No. 00041197

Integrated Computer Solutions, Introduction to the Incident Command System

Mark McGinnis, GISP

Mark McGinnis is Dudek's GIS manager, with more than 15 years' professional experience in geospatial technologies and application development in both the private and public sectors. As GIS manager, he has been responsible for project management and coordination, application development, software integration, spatial modeling/analysis, best practices initiatives, data development, and map production. Mr. McGinnis's experience includes database development and management, spatial analysis, spatial model building, and online web and mobile applications. He has assisted in the preparation of habitat conservation plans, biological resources technical reports, and EIRs. He has also provided needs assessments and as-needed GIS services to municipalities and agencies. In addition, Mr. McGinnis has provided GIS support for numerous biological resources reports, wetlands permitting and jurisdictional delineation reports, fatal flaw analysis reports, and focused species surveys throughout California.

EDUCATION

San Diego State University
MA, Geography, GIS emphasis
University of California, Santa Barbara
BA, Geography, GIS emphasis

CERTIFICATIONS

Certified GISP, No. 00060883
FEMA Basic Hazards U.S. Multi-Hazard

PROFESSIONAL AFFILIATIONS

San Diego Esri Technology Showcase
Urban and Regional Information
Systems Association

Publications Services

Devin Brookhart

Devin Brookhart is Dudek's publications specialist lead and has 6 years' experience in various aspects of publishing, including producing, designing, editing, and proofreading documents. Her experience includes publications project management, team supervision, quality control, extensive layout and design work in the Adobe Creative Suite, and process and procedure development to facilitate operations. Ms. Brookhart is detail oriented and has excellent communication skills. She is attentive to deadlines, understands the necessity of proper time management, and strives to improve efficiency wherever possible.

EDUCATION

University of California, San Diego
BA, Political Science, (Public Law emphasis)

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4 Ability to Maintain Budget and Schedule

Our approach to meeting these goals is based on Dudek's project management philosophy and on lessons and preferences learned from our extensive work developing groundwater management plans for public and private sector clients. This thorough approach involves the following:

- **Kickoff Meeting.** At an appropriate time in the future, the Dudek team will attend a kickoff meeting with the Water Agency's project manager and then a public and stakeholder kickoff meeting for the GSA and GSPs.
- **Dedicated Lines of Communication.** Dudek will set up a dedicated email address for Water Agency project inquiries and provide responses within a reasonable time frame. Additionally, all involved Water Agency project management will have office and cell phone access to Dudek's project manager at any time.
- **Master Deliverables List.** Dudek will prepare a master deliverables list that will include key document development milestones such as deliverable dates for draft materials for Water Agency review, Water Agency review periods, and possible meeting dates with the Water Agency to resolve comments. Dudek has online meeting tools available to allow collaborative document revisions with the Water Agency for efficient comment resolution. Dudek will manage the master deliverables list, updating it as tasks are completed, and will make it available to all team members so that accurate status information is communicated to the team. Using this tool, Dudek will provide the Water Agency project manager with status reports monthly or more frequently, as requested.
- **Schedule Tracker.** Dudek will use a schedule-tracking tool to identify important milestones and share this information with Water Agency staff.
- **Budget Tracker.** Dudek will use an Excel file showing all budget line items and a monthly balance for each.
- **Monthly Progress Report.** Dudek will email a monthly progress report and invoice to the Water Agency project manager. This report will include a list of completed tasks during the past month, anticipated tasks during the coming month, an update on the schedule, a summary of the project schedule, and any outstanding scope of work or information request issues.

5 Summary Budget

The summary budget for Task 1 and Task 2 is \$509,760, of which \$249,240 is fully funded by the "Counties with Stressed Basins" grant award.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$509,760**.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement at the same rate per unit as defined in **Attachment B1**. The total amount of this contingency fund is 10% of the agreement amount or **\$50,976**.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- D. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- F. CONTRACTOR shall comply with the California Labor Code, including but not limited to the payment of prevailing wage when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the office of the Santa Barbara County Water Agency, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. Changes, if any to the general prevailing wage rates will be available at the same location. The prevailing wage rates are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/dlsr/pwd>.

DUDEK
2016 STANDARD SCHEDULE OF CHARGES

ENGINEERING SERVICES

Project Director.....	\$265.00/hr
Principal Engineer III.....	\$235.00/hr
Principal Engineer II.....	\$225.00/hr
Principal Engineer I.....	\$215.00/hr
Program Manager.....	\$205.00/hr
Senior Project Manager.....	\$205.00/hr
Project Manager.....	\$195.00/hr
Senior Engineer III.....	\$195.00/hr
Senior Engineer II.....	\$185.00/hr
Senior Engineer I.....	\$175.00/hr
Project Engineer IV/Technician IV.....	\$165.00/hr
Project Engineer III/Technician III.....	\$150.00/hr
Project Engineer II/Technician II.....	\$135.00/hr
Project Engineer I/Technician I.....	\$120.00/hr
Project Coordinator.....	\$95.00/hr
Engineering Assistant.....	\$85.00/hr

ENVIRONMENTAL SERVICES

Principal.....	\$240.00/hr
Senior Project Manager/Specialist II.....	\$225.00/hr
Senior Project Manager/Specialist I.....	\$215.00/hr
Environmental Specialist/Planner VI.....	\$195.00/hr
Environmental Specialist/Planner V.....	\$175.00/hr
Environmental Specialist/Planner IV.....	\$165.00/hr
Environmental Specialist/Planner III.....	\$155.00/hr
Environmental Specialist/Planner II.....	\$135.00/hr
Environmental Specialist/Planner I.....	\$125.00/hr
Analyst III.....	\$115.00/hr
Analyst II.....	\$105.00/hr
Analyst I.....	\$95.00/hr
Planning Assistant II.....	\$85.00/hr
Planning Assistant I.....	\$75.00/hr

COASTAL PLANNING/POLICY SERVICES

Senior Project Manager/Coastal Planner II.....	\$220.00/hr
Senior Project Manager/Coastal Planner I.....	\$210.00/hr
Environmental Specialist/Coastal Planner VI.....	\$200.00/hr
Environmental Specialist/Coastal Planner V.....	\$180.00/hr
Environmental Specialist/Coastal Planner IV.....	\$170.00/hr
Environmental Specialist/Coastal Planner III.....	\$160.00/hr
Environmental Specialist/Coastal Planner II.....	\$150.00/hr
Environmental Specialist/Coastal Planner I.....	\$140.00/hr

ARCHAEOLOGICAL SERVICES

Senior Project Manager/Archaeologist II.....	\$215.00/hr
Senior Project Manager/Archaeologist I.....	\$205.00/hr
Environmental Specialist/Archaeologist VI.....	\$185.00/hr
Environmental Specialist/Archaeologist V.....	\$165.00/hr
Environmental Specialist/Archaeologist IV.....	\$155.00/hr
Environmental Specialist/Archaeologist III.....	\$145.00/hr
Environmental Specialist/Archaeologist II.....	\$135.00/hr
Environmental Specialist/Archaeologist I.....	\$125.00/hr
Environmental Specialist/Paleontologist III.....	\$165.00/hr
Environmental Specialist/Paleontologist II.....	\$145.00/hr
Environmental Specialist/Paleontologist I.....	\$125.00/hr
Paleontological Technician III.....	\$85.00/hr
Paleontological Technician II.....	\$75.00/hr
Paleontological Technician I.....	\$55.00/hr
Archaeologist Technician II.....	\$75.00/hr
Archaeologist Technician I.....	\$55.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager.....	\$195.00/hr
Senior Construction Manager.....	\$180.00/hr
Senior Project Manager.....	\$160.00/hr
Construction Manager.....	\$150.00/hr
Project Manager.....	\$140.00/hr
Resident Engineer.....	\$140.00/hr
Construction Engineer.....	\$135.00/hr
On-site Owner's Representative.....	\$130.00/hr
Construction Inspector III.....	\$125.00/hr
Construction Inspector II.....	\$115.00/hr
Construction Inspector I.....	\$105.00/hr
Prevailing Wage Inspector.....	\$135.00/hr

COMPLIANCE SERVICES

Compliance Director.....	\$205.00/hr
Compliance Manager.....	\$145.00/hr
Compliance Project Coordinator.....	\$105.00/hr
Compliance Monitor.....	\$95.00/hr

HYDROGEOLOGICAL SERVICES

Principal.....	\$260.00/hr
Principal Hydrogeologist/Engineer.....	\$240.00/hr
Sr. Hydrogeologist IV/Engineer IV.....	\$225.00/hr
Sr. Hydrogeologist III/Engineer III.....	\$210.00/hr
Sr. Hydrogeologist II/Engineer II.....	\$195.00/hr
Sr. Hydrogeologist I/Engineer I.....	\$180.00/hr
Hydrogeologist VI/Engineer VI.....	\$160.00/hr
Hydrogeologist V/Engineer V.....	\$150.00/hr
Hydrogeologist IV/Engineer IV.....	\$140.00/hr
Hydrogeologist III/Engineer III.....	\$130.00/hr
Hydrogeologist II/Engineer II.....	\$120.00/hr
Hydrogeologist I/Engineer I.....	\$110.00/hr
Technician.....	\$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager.....	\$185.00/hr
District Engineer.....	\$175.00/hr
Operations Manager.....	\$150.00/hr
District Secretary/Accountant.....	\$100.00/hr
Collections System Manager.....	\$100.00/hr
Grade V Operator.....	\$100.00/hr
Grade IV Operator.....	\$90.00/hr
Grade III Operator.....	\$85.00/hr
Grade II Operator.....	\$63.00/hr
Grade I Operator.....	\$55.00/hr
Operator in Training.....	\$40.00/hr
Collection Maintenance Worker II.....	\$60.00/hr
Collection Maintenance Worker I.....	\$45.00/hr

OFFICE SERVICES

Technical/Drafting/CADD Services

3D Graphic Artist.....	\$155.00/hr
Senior Designer.....	\$145.00/hr
Designer.....	\$135.00/hr
Assistant Designer.....	\$130.00/hr
GIS Programmer I.....	\$180.00/hr
GIS Specialist IV.....	\$155.00/hr
GIS Specialist III.....	\$145.00/hr
GIS Specialist II.....	\$135.00/hr
GIS Specialist I.....	\$125.00/hr
CADD Operator III.....	\$125.00/hr
CADD Operator II.....	\$120.00/hr
CADD Operator I.....	\$105.00/hr
CADD Drafter.....	\$95.00/hr
CADD Technician.....	\$85.00/hr

SUPPORT SERVICES

Technical Editor III.....	\$145.00/hr
Technical Editor II.....	\$130.00/hr
Technical Editor I.....	\$115.00/hr
Publications Specialist III.....	\$105.00/hr
Publications Specialist II.....	\$95.00/hr
Publications Specialist I.....	\$85.00/hr
Clerical Administration II.....	\$85.00/hr
Clerical Administration I.....	\$80.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

Invoices/Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- iii. 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, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.