

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Public Works

BOARD AGENDA:7.C.1
AGENDA DATE: April 17, 2018

SUBJECT:

Approval of a Professional Services Agreement with Woodard & Curran to Design a Stanislaus Multi-Agency Storm Water Resource Plan

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0163

On motion of Supervisor Withrow , Seconded by Supervisor Chiesa
and approved by the following vote,

Ayes: Supervisors: Olsen, Chiesa, Withrow, Monteith, and Chairman DeMartini

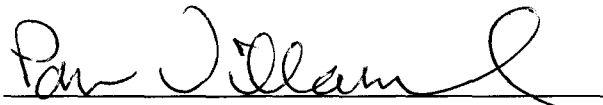
Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

ATTEST: 
PAM VILLARREAL, Assistant Clerk

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Public Works

BOARD AGENDA:7.C.1
AGENDA DATE: April 17, 2018

CONSENT:

CEO CONCURRENCE:

4/5 Vote Required: No

SUBJECT:

Approval of a Professional Services Agreement with Woodard & Curran to Design a Stanislaus Multi-Agency Storm Water Resource Plan

STAFF RECOMMENDATION:

1. Award a contract for Professional Services to Woodard and Curran, of Sacramento, California, for the creation of the Stanislaus Multi-Agency Storm Water Resource Plan.
2. Authorize the Director of Public Works to execute a contract with Woodard and Curran in the amount of \$422,495 and to sign necessary documents, including any amendments to the agreement not to exceed 10%.
3. Approve the Memorandum of Understanding between Stanislaus County and the Cities of Modesto, Oakdale, Patterson and the Eastside Water District for Local Match Commitments associated with the Grant to Create the Stanislaus Multi-Agency Regional Storm Water Resource Plan.
4. Authorize the Chief Executive Officer to sign the Memorandum of Understanding between Stanislaus County and the Cities of Modesto, Oakdale, Patterson and the Eastside Water District for Local Match Commitments associated with the Grant to Create the Stanislaus Multi-Agency Regional Storm Water Resource Plan.
5. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

DISCUSSION:

Stanislaus County, as lead agency, was successful in obtaining the Proposition 1 Planning Grant from the State Water Board to develop a Stanislaus Multi-Agency Regional Storm Water Resource Plan (SWRP). In general, a SWRP includes information needed for effective regional management of storm water as a resource; it will identify, evaluate, and prioritize potential storm water resource-related capital improvement projects. Storm water and dry weather runoff capture projects must be listed in a SWRP in order to receive funds from any bond approved by voters after January 2014. The SWRP will focus on projects that augment groundwater recharge to address groundwater overdraft, while also enhancing flood protection, water quality,

habitat, and community values. Objective criteria for project evaluation will be developed based on a county-wide assessment of storm water resources, topography, soil conditions, habitat and community needs to quantify project opportunities and benefits. The plan is being prepared in cooperation with Integrated Regional Water Management Plans, groundwater associations, and flood management planning groups to assure integration and maximize efficiency and benefits.

A Request for Proposal (RFP) was circulated for the creation of the SWRP. On May 26, 2017 three engineering firms, Geosyntec, Jacobson-James, and Woodard and Curran, submitted qualifications for review. All qualifications were evaluated and scored based on qualifications only. The consulting fees were not part of the evaluation process.

Each firm submitted a written proposal and participated in an interview process. As a qualification-based RFP, the firms were ranked based on the following criteria:

- Understanding of the work to be done;
- Experience with similar kinds of work;
- Quality of staff for work to be done;
- Capability of developing innovative or advanced techniques;
- Familiarity with state and federal procedures;
- Financial responsibility; and
- Demonstrated technical ability.

A team comprised of representatives from Stanislaus County Public Works, the City of Modesto, and the City of Patterson reviewed, evaluated, and ranked the consultants based on the above criteria, in the following order:

	Consultants
1	Woodard and Curran
2	Geosyntec
3	Jacobson-James

The evaluation team selected Woodard and Curran as the most qualified consultant based on the results of the evaluation process. The contract amount with Woodard and Curran is not to exceed \$422,495, which is being paid for through the Proposition 1 grant for the creation of the SWRP. The Board of Supervisors is being asked to award the contract for the creation of the SWRP to Woodard and Curran.

The Grant for the SWRP requires a local match equal to the contract amount of approximately \$422,495. The Grant was originally approved for \$499,840; however, the proposal from Woodard and Curran came in under the State Water Board's approved amount. The local match funding can be comprised of labor-in-kind or cash. The County intends to use labor-in-kind from work completed by the Cities of Modesto, Oakdale, and Patterson, and the Eastside Water District for the local match contribution.

The Memorandum of Understanding (MOU) between Stanislaus County and the Cities of Modesto, Oakdale, and Patterson, and the Eastside Water District is for local match commitments required by the Grant to create the SWRP. The MOU specifies the County

is to administer the Contract with Woodard and Curran for the creation of the SWRP. The MOU also authorizes the County to use the value of monies spent on storm water related issues by these aforementioned partner agencies to meet the local match requirements of the grant from the State Water Boards. Each of the aforementioned partner agencies has signed the MOU. The Board of Supervisors is being asked to approve the MOU.

It is the County's goal to complete the SWRP to qualify for Round 2 of the Implementation Grants in 2019, which will provide a total of \$100,000,000 in construction monies throughout the State.

POLICY ISSUE:

The Board of Supervisors approval is needed for agreements with other governmental agencies and for contracts exceeding \$100,000.

FISCAL IMPACT:

The total not to exceed contract amount is \$422,495, funded by Proposition 1 Planning Grant previously approved. The local match for the Proposition 1 Planning Grant to develop a Stanislaus Multi-Agency Regional Storm Water Resource Plan (SWRP) is \$422,495.

On March 28, 2017, the Board of Supervisors approved the County's local match contribution of approximately \$104,000. Since that time a new local match plan has been devised that utilizes labor-in-kind instead of cash. The Memorandum of Understanding (MOU) between Stanislaus County and the Cities of Modesto, Oakdale, and Patterson, and the Eastside Water District is for local match commitments required by the Grant to create the SWRP. The MOU authorizes the County to use the value of monies spent on storm water related issues by these aforementioned partner agencies to meet the local match requirements of the grant from the State Water Boards. These contributions are:

City of Modesto	\$160,000
City of Oakdale	\$ 25,565
City of Patterson	\$181,060
Eastside Water District	\$327,219
Stanislaus County	\$ 50,160

The total value of labor-in-kind work is \$744,004, which far exceeds the local match required by the grant from the State Water Boards. This is by design in case the State Water Boards does not accept some of the labor-in-kind work. The goal of the new local match plan is that neither the County nor any of its partner agencies spend any cash on this grant.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Delivering Efficient Public Services and Community Infrastructure* by securing State funding to develop planning documents necessary to apply for future State funding for storm water infrastructure improvement projects.

STAFFING IMPACT:

Existing Public Works staff is overseeing this project.

CONTACT PERSON:

Matt Machado, Public Works Director

Telephone: (209) 525-4153

ATTACHMENT(S):

1. Professional Services Agreement with Woodard & Curran
2. Storm Water Resource Plan Memorandum of Understanding

**STANISLAUS COUNTY PUBLIC WORKS
PROFESSIONAL DESIGN SERVICES AGREEMENT**

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and Woodard & Curran, hereinafter referred to as "Consultant".

WHEREAS, County, by its Resolution No. _____ adopted on the _____ day of _____, 2018, awarded to Consultant the following Contract:

Stanislaus Multi-Agency Storm Water Resource Plan
[Insert County Contract No.]

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

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

1.1 Scope of Services: Consultant shall provide the professional services described in the County's Request for Proposal ("RFP") and Consultant's Response to County's RFP (the "Response") which are incorporated by reference in Section 2.0 entitled "Contract Documents".

1.2 Professional Practices: All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3 Representations: Consultant represents that it has reviewed the RFP and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth in Section 3.1 - Compensation and within the time specified in the Project Schedule (Exhibit "C") attached hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services.

1.4 Compliance with Laws: Consultant agrees that it shall perform the services required by this Agreement in compliance with all applicable Federal and California laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5 Non-Discrimination: During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subconsultants shall comply with all applicable Federal, State and local laws and regulations related to

non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

1.6 Non-Exclusive Agreement: Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7 Delegation and Assignment: This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subconsultant(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8 Subcontracting: Nothing contained in this contract or otherwise, shall create any contractual relation between County and any subconsultants(s), and no subconsultant shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

Consultant shall perform the services with resources available within its own organization; and no portion of the work pertinent to this agreement shall be subcontracted without written authorization by the County, except that, which is expressly identified in the approved Cost Proposal.

Any substitution of subconsultants must be approved in writing by the County.

1.9 Conflict of Interest: Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this agreement, or any ensuing County construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this agreement, or any ensuing County construction project, which will follow.

Consultant represents that it has no interest and shall not acquire any interest direct or indirect which conflicts, or has the appearance of conflicting, in any manner or degree with the performance of the work and services under this Agreement.

Consultant hereby certifies that neither Consultant, nor any firm affiliated with the Consultant will bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement. An affiliated firm is one, which is subject to the control of the same persons through joint ownership, or otherwise.

Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this agreement shall be eligible to bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement.

1.10 Covenant Against Contingent Fees: Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit

or secure this agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

1.11 Rebates, Kickbacks or Other Unlawful Consideration: The Consultant warrants that this agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the agreement without liability; to pay only for the value of the work actually performed; or to deduct from the agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

1.12 Prohibition of Expending State or Federal Funds for Lobbying: The Consultant certifies to the best of his or her knowledge and belief that:

No, state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

1.13 Debarment and Suspension Certification: The Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered

against it by a court of competent jurisdiction in any matter involving fraud or official misconduct with the past three (3) years. Any exceptions to this certification must be disclosed to the County.

Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to who exceptions apply, initiating agency, and dates of actions.

2.0 CONTRACT DOCUMENTS

Contract documents consist of the following documents, including all changes, addenda, and modifications thereto:

1. Agreement and all attachments
 - a. Exhibit A – Scope of Services
 - b. Exhibit B – Insurance Requirements
 - c. Exhibit C – Project Schedule
 - c. Exhibit D – Fee Schedule
2. County's Request for Proposal
3. Consultant's Response

3.0 COMPENSATION AND BILLING

3.1 Compensation: Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "D", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subconsultants at the hourly rates specified in the Fee Schedule. Fee Schedule rates shall include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. Consultant's compensation under this Agreement shall in no case exceed \$422,495 during the term of this Agreement. The County may retain five percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

3.2 Reimbursements: In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in a Project Scope of Work. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The County shall not pay a mark up on any item of reimbursement. The County shall not pay for any item of overhead such as telephone, facsimile, postage, etc. All requests for reimbursement shall be accompanied by a copy of the original invoice.

3.3 Additional Services: Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibit "A" unless the County or the Project Manager for the Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

3.4 Method of Billing: Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said

invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

3.5 Records and Audits: Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County, its Project Manager, The State, State Auditor, FHWA, or any duly authorized representative of the Federal Government for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

3.6 Extension of Term of Agreement: The original Fee Schedule shall apply to the extension of the term of the agreement unless renegotiated and approved by both parties in writing.

4.0 TIME OF PERFORMANCE

4.1 Commencement and Completion of Work: The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County delivers its Notice to Proceed. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit "C", attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

4.2 Excusable Delays: Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.3 Completion of Agreement: This Agreement shall be completed no later than September 31, 2018, unless extended by amendment.

5.0 COMPENSATION AND TERMINATION

5.1 Compensation: In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in Exhibit "D". In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

5.2 Notice of Termination: The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

5.3 Documents: In the event of termination of this Agreement, all documents prepared by

Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps, reports, correspondence, and all electronic files shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

6.0 INSURANCE REQUIREMENTS

6.1 Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7.0 INDEMNIFICATION

7.1 Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, directors, officials, agents, employees, volunteers and representatives (collectively, "Indemnitee") from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, (collectively, "losses") which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subconsultants, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives. These indemnification obligations shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

7.2 Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code and as limited in section 2782.8 of the California Civil Code. This duty to defend arises immediately when such claim is made and shall be independent of any finding of negligence and shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses. Consultant shall provide legal counsel acceptable to the County.

7.3 Duty to Cooperate: Each party shall notify the other party within ten (10) days in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

7.4 Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the

County of any articles or services supplied under this agreement.

The foregoing provisions in this section "Indemnification" shall survive the term and termination of this Agreement.

8.0 GENERAL PROVISIONS

8.1 Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

8.2 Representatives: The Director of the Stanislaus County Department of Public Works, or his designee, shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Project Managers: County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

8.4 Designated Personnel: A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services.

- a. Principal in Charge: Leslie Dumas
- b. Project Manager: Hawkeye Sheene

8.5 Removal of Personnel or Sub-Consultants: If the County, in its sole discretion at any time during the term of this agreement, desires the removal of any person or sub-consultant assigned by Consultant to perform services, then the Consultant shall remove such person or consultant immediately upon receiving notice from the County.

8.6 Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County: Matt Machado
Director of Public Works
1716 Morgan Road
Modesto, CA 95358

If to Consultant: Woodard & Curran
Attn: Leslie Dumas, P.E., DWRE
1545 River Park Dr., Suite 425
Sacramento, CA 95815

8.7 Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

8.8 Claims Filed by County's Construction Contractor: If claims are filed by County's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with County's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

Consultant's personnel that County considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from County. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant's personnel services under this contract.

8.9 Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Stanislaus County, California.

8.10 Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

8.11 Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

8.12 Confidentiality: The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

Permission to Disclose information on one occasion, or public hearing held by the County relating to the contract, shall not authorize the Consultant to further disclose such information, or disseminate the same on any other occasion.

The Consultant shall not comment publicly to the press or any other media regarding the contract or the County's actions on the same, except to the County's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

The Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the County, and receipt of the County's written permission.

Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

8.13 National Labor Relations Board Certification: In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant with the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

8.14 Ownership of Documents: Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

8.15 Reuse of Design Documents: Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

8.16 Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subconsultants, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.17 Responsibility for Errors: Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

8.18 Order of Precedence: In the event of inconsistency among any of the Contract Documents, the following order of precedence applies:

1. This agreement shall prevail over all other documents;
2. The attachments to this agreement shall prevail over the RFP and Response;
3. The RFP shall prevail over the Response

8.19 Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

8.20 No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

8.21 Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

8.22 Amendments: This Agreement may be amended only by a writing executed by the parties hereto or their respective successors and assigns.

8.23 Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

8.24 Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

8.25 Counterparts: This Agreement may be executed in one or more counterparts, each of


which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

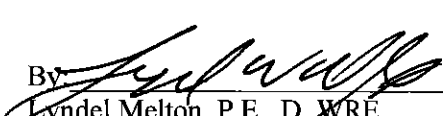
8.26 Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS

CONSULTANT

By: 
Matt Machado, Director
Department of Public Works

By: 
Lyndel Melton, P.E., D. WRE
Senior Water Resources Engineer
Woodard & Curran

APPROVED AS TO FORM:

John P. Doering
County Counsel

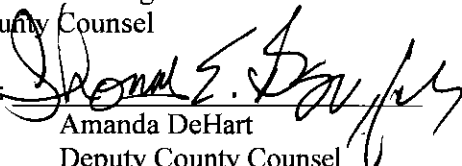
By: 
Amanda DeHart
Deputy County Counsel

EXHIBIT A. SCOPE OF SERVICES

The following describes the detailed scope of services, demonstrating our understanding and requisite knowledge and experience in developing these types of planning documents. This scope has been drafted to reflect the required list of services as included in the request for proposals. Additionally, following the detailed scope of services is an outline of all tasks, using a structure similar to the Caltrans work breakdown structure (WBS) format, plus an example outline that could serve as an initial draft for discussion with the TAC.

Task 1: Project Management

Task 1 contains the work elements required for managing the project to completion. These include, but are not limited to, supporting the Grant Manager in fulfilling the terms of the funding agreement, providing technical and administrative services as needed for project completion, monitoring, supervising, and reviewing all work performed, completing quarterly reporting and invoicing, and coordinating budget and schedule management to ensure the Project is completed within budget on schedule. In executing this task, Woodard & Curran will utilize its proven project management approach. Specific strategies we use to ensure all work activities are coordinated and managed to meet individual project milestones include:

Management Tools. Woodard & Curran uses several management tools to ensure that high quality deliverables are submitted on time and within budget. We have implemented an integrated business solutions software (Deltek Vision®) which enables our project managers to track project costs, schedule, and earned value for each project in real time. In addition, we use a Client Feedback Tool (CFT) which collects information from our client's perspective throughout the project lifecycle and allows us early on to validate successes or make improvements as needed.

Comprehensive Critical Path Scheduling.

Under this task, Woodard & Curran will develop and update a detailed Project schedule using a format provided by the Grant Manager. This schedule will include key Project milestones, and will be reviewed, updated and submitted to the Grant Manager at least monthly in concert with monthly progress reporting and regular project meetings. We also generate "look-ahead" schedules that identify upcoming activities, key milestones and decisions that are critical path for project completion.

Regular Communication with the Project Team. Our Project Manager and team members will focus on communication to ensure sound project execution techniques, achieving a "no surprises" outcome. Throughout the project, conference calls, monthly progress meetings, and other communications will be employed to ensure that the project team is in alignment and to facilitate early identification and resolution of potential issues that would otherwise delay project schedules.

Developing the Right Team. Our team consists of a highly-qualified group of staff, specifically selected for their technical experience and specialized expertise to assist you in achieving your objectives.

Quality Assurance/Quality Control (QA/QC). Woodard & Curran has established a company-wide QA/QC program that must be implemented for all projects. At the start of the project, a QA/QC plan is completed within the Deltek system that identifies any technical issues that would require extra quality control reviews, establishes the expected project deliverables and review schedule, and the technical review responsibilities.

EXHIBIT A. SCOPE OF SERVICES

Our Project Manager understands that regular and proactive communication is the most important method for internal and external notification and resolution of technical conflicts and cost/schedule variances. To that end, we will, at a minimum, notify the Grant Manager at least fifteen (15) working days in advance of upcoming meetings and workshops. Additionally, we will provide the Grant Manager with biweekly updates via conference call to ensure ongoing and continuous coordination. Lastly, we will conduct Project status review meetings, as requested by the Grant Manager.

Task 2: Monitoring

As required by the SWRP Guidelines, a monitoring component is to be included in the plan to collect statistically meaningful data to assess the effectiveness of Plan implementation on a watershed basis. Therefore, in Task 2, a Monitoring Plan (MP) will be prepared that includes a description of the monitoring program and objectives, types of constituents to be monitored, methodology, the frequency and duration of monitoring, and the sample location for the monitoring activities to be conducted under Task 6. In parallel with the MP preparation, a Quality Assurance Project Plan (QAPP) will be prepared in accordance with guidance found in the State Water Board's Surface Water Ambient Monitoring Program's (SWAMP) QAPP and data reporting requirements, and the United States Environmental Protection Agency (EPA) Guidance for QAPPs (EPA QA/G-5, December 2002). Water quality monitoring data to be considered in both the MP and QAPP will include physical, chemical, and biological monitoring of any surface water.

Storm water monitoring must take place before July 2018 in order for the resulting data to be included in watershed analyses and characterization in the SWRP. If the requisite storm events do not occur and sampling cannot take place, existing monitoring data will be reviewed and incorporated into the SWRP and associated analyses, as appropriate.

Draft versions of the MP and QAPP will be submitted to the Grant Manager for review. Following revision to incorporate any comments, the MP and QAPP will be finalized and subsequently submitted to the State Water Board's Quality Assurance Officer for review and a decision regarding approval. Once completed and approved, PDF versions of the MP and QAPP will be uploaded to the State Board's FFAST system. Implementation of the final MP and QAPP will be conducted under Task 6.

Task 3: Technical Advisory Committee (TAC)

The Storm Water Resources Plan Guidelines requires that public agencies, utilities, conservancies and nongovernmental organizations (NGOs) and entities be provided opportunities to participate in the preparation and implementation of the Storm Water Resources Plan. To that end, a Technical Advisory Committee (or TAC) will be convened to allow interested parties to participate in the plan preparation and implementation. However, the guidelines also require that existing regional management groups (including Integrated Regional Water Management [IRWM] Regions) be identified in the SWRP, and per the IRWM Guidelines, SWRPs are incorporated into the regional IRWM Plan. To this end, we recommend branching off the two TACs (one for each of the two IRWM Regions) to form a SWRP-specific sub-TAC to meet the requirements of the Storm Water Resources Plan Guidelines and to provide consistency between the two sets of documents (the SWRP and the IRWM Plan).

Both the East Stanislaus and Westside-San Joaquin IRWM Regions are beginning the update of their IRWM Plans to meet Prop 1 requirements. Over the past few months the East Stanislaus IRWM Region has welcomed new members to the East Stanislaus Regional Water Management Partnership, and during the plan update, it will be seeking additional participation in the IRWM Public Advisory Committee (PAC) and Steering Committee (SC). As such, this is the perfect opportunity to incorporate use of the expanded IRWM PAC and/or coordinated development of a SWRP-specific TAC for preparation of the SWRP. In

EXHIBIT A. SCOPE OF SERVICES

either case (use of the IRWM PACs or development of a new TAC), members of the State Water Board, Regional Water Board and interested parties such as municipalities, water suppliers, local agencies, non-governmental organizations, public utilities, and regulatory agencies will be allowed to participate in the plan development and implementation.

Once a preferred approach to outreach has been confirmed and the committee assembled, Woodard & Curran will submit a final list of PAC/TAC members, their roles and responsibilities, and affiliations, to the Grant Manager. A kickoff meeting will then be scheduled to initiate development of the SWRP water management goals and objectives, formalize roles, and develop a schedule for future meetings. A summary of SWRP objectives, meeting schedule and any updates to the TAC participant list will be submitted to the Grant Manager.

At this time, it is anticipated that a minimum of four (4) meetings will be conducted; although additional meetings may be required if the SWRP outreach is combined with the IRWM Plan outreach and/or if additional meetings are deemed necessary. For each meeting, meeting agendas, meeting notes, sign-in sheets, and a list of current action items will be submitted to the Grant Manager.

Task 4: Data Collection and Watershed Identification

As part of the SWRP preparation, existing data appropriate to development of the SWRP will be gathered and reviewed. This information may include, but is not limited to, maps, geographic information system (GIS) data, analytical tools, related plans, permits, and storm water management information. SWRP watershed and sub-watersheds planning boundaries will be identified and reviewed to characterize land use and natural or open space, public agency and water utility boundaries, surface and groundwater resources, and water quality priorities. Information from supporting technical studies completed in Task 6 will be compiled with the existing data to form a conceptual model of the watershed, and a SWRP planning area description, map, and justification of planning area boundaries to the Grant Manager for review and approval. Finally, a GIS database for the plan area, and an annotated list of reviewed data and reports will be prepared and also submitted to the Grant Manager.

Task 5: Storm Water Resource Plan Development

SWRP development will consist of three subtasks: preparation of a detailed annotated outline; preparation of SWRP components; and SWRP compilation and completion.

Subtask 5.1 – SWRP Annotated Outline

Prior to initiating work on the Storm Water Resources Plan proper, Woodard & Curran will develop and submit a detailed annotated SWRP outline with a description of each section that demonstrates compliance with the SWRP Guidelines to the Grant Manager for review and approval.

Subtask 5.2 – SWRP Component Preparation

Following approval of the annotated outline, the necessary components of a SWRP will be developed to achieve the recommendations set forth in the SWRP Guidelines and comply with the Water Code Sections 10561 - 10573. The SWRP shall include at a minimum, the following sections:

- Watershed Identification
- Water Quality Compliance
- Organization, Coordination, Collaboration
- Quantitative Methods

EXHIBIT A. SCOPE OF SERVICES

- Identification and Prioritization of Projects
- Implementation Strategy and Schedule
- Education, Outreach, and Public Participation.

Specific information relating to these sections is described below. Where possible, these sections will be synced with similar sections being prepared for both the East Stanislaus and Westside-San Joaquin IRWM Plan Updates.

Watershed Identification

This section of the SWRP will describe the watersheds to be covered by the plan. Stanislaus County crosses 10 watersheds, including the Middle San Joaquin – Lower Chowchilla and - Lower Merced/Lower Stanislaus, the Lower Calaveras – Mormon Slough, the Upper Merced, the Upper Tuolumne, the Upper Stanislaus, Panoche – San Luis Reservoir, Coyote, San Francisco Bay and the Pajaro. Information about each of these watersheds exists in many locations, including for example, the US EPA Surf Your Watershed website, and will simply need to be compiled to address this plan requirement. Using the CalWater watershed designations, this section will explain which watersheds and/or sub-watersheds are appropriate for storm water management with a multi-benefit watershed approach, and describe internal boundaries in the watershed, water quality priorities, a general quality and identification of surface and groundwater resources, local entities that provide water supplies, native habitats, creeks, lakes, rivers, parks and open space, and identify the natural watershed processes that occur within the watersheds. This watershed identification compilation will be documented in a technical memorandum and will be submitted to the Grant Manager for review and approval.

Water Quality Compliance

Another section of the SWRP will provide a description of the recommended approach to address water quality requirements. This description will include a description of activities generating or contributing to polluted runoff or that impair beneficial use of storm water and dry weather runoff, and strategies to address the pollutant runoff or sources. Additionally, this section will identify and describe how the SWRP will be consistent with and help to implement applicable regulatory permits, Total Maximum Daily Loads (TMDL), and other relevant water quality requirements.

To prepare this section of the SWRP, Woodard & Curran will first identify and describe the relevant water quality requirements, and then compile a list of possible approaches for addressing the requirements. These approaches will be prioritized and a recommended approach proposed and discussed with the Grant Manager. Once the recommended approach is agreed upon, a technical memorandum describing the selection process and recommended approach will be prepared and submitted to the Grant Manager for review and approval.

Organization, Coordination and Collaboration

As previously noted, the SWRP guidelines require a description of the organization, coordination and collaboration conducted (or to be conducted) to prepare and implement the plan. Similarly, the IRWM Plan Guidelines requires that the IRWM Plan incorporate the SWRP within its documentation. As both the SWRP and the IRWM Plan will be prepared at the same time, coordinated document preparation (including implementation of required outreach and education components) can ensure integration between the two documents and may provide cost-savings through elimination of duplications and a reduction in the level of effort required to complete both plans.

EXHIBIT A. SCOPE OF SERVICES

For the SWRP, a separate memorandum for this section will not be prepared, however documentation of meetings, outreach/engagement efforts will be combined with text containing the required elements (i.e. descriptions of existing regional water management groups) to form this chapter of the SWRP (see Task 7).

Quantitative Methods

Quantitative methodologies for integrated identification, prioritization, and analysis of multiple benefit projects and programs will be identified to ensure the SWRP will achieve the water management objectives. Where possible, these methodologies will sync with similar efforts to be conducted for the East Stanislaus and Westside-San Joaquin IRWM Plan Updates. The metrics-based analyses shall consider, at a minimum, opportunities to attain water quality improvements, storm water capture and use, water supply, flood management, and environmental and community benefits. Approaches to be evaluated and potentially be used as part of the analysis methodology include, but are not limited to, existing hydrologic/hydraulic models, EPA's System for Urban Storm Water Treatment and Analysis Integration model, existing water quality models, and other existing GIS and spreadsheet-based decision support tools and modeling as deemed suitable to conduct the metrics-based benefit analysis and prioritization of projects.

A technical memorandum describing the selected modeling tools and quantitative methodologies that will be utilized will be prepared and submitted to the Grant Manager for review and approval.

Identification and Prioritization of Projects

In a manner similar to (and if schedule allows, in conjunction with) the project solicitation and prioritization process utilized for the East Stanislaus and Westside-San Joaquin IRWM Plans (and updates), possible storm water projects for inclusion in the SWRP will be identified and project-specific information collected. We anticipate utilizing the list of projects already prepared for this effort, and then confirming, and if appropriate, adding to that list through SWRP outreach efforts (e.g. TAC meetings). Once the project list has been compiled, storm water projects will be analyzed and prioritized using the approaches identified in Quantitative Methods section above, possibly combined with a weighted scoring system that reflects the priorities of the TAC. The exact prioritization process to be utilized will be determined in conjunction with the TAC and Grant Manager before being applied to the project list. The final compiled prioritized list (and analysis results) will be documented in a technical memorandum and submitted to the Grant Manager for review and approval.

Implementation Strategy and Schedule

An implementation strategy section will be prepared for the SWRP that includes stakeholder involvement, performance measures, identification of possible decision support tools that may be used, monitoring, and an adaptive management approach to SWRP implementation. Specifically, monitoring and data requirements to support implementation of the SWRP, along with data collection, storage, and management protocols that include mechanisms to make the data available to stakeholders, assess monitoring programs and data quality control, update data, and fill data gaps. Finally, an implementation schedule will be prepared that highlights key milestones and deliverables, including intervals for SWRP updates. The implementation strategy and schedule will be documented in a technical memorandum and submitted to the Grant Manager for review and approval.

Education, Outreach, and Public Participation

Education, outreach and public participation is another item that can be streamlined and expedited by coordinating these efforts with similar efforts that will be conducted for the East Stanislaus and Westside-

EXHIBIT A. SCOPE OF SERVICES

San Joaquin IRWM Plan Updates. This will allow the SWRP effort to take advantage of existing outreach structures and platforms, including the East Stanislaus IRWM website and Opti information management system. To address this component, a methodology for public education, outreach and participation will be devised and presented to the TAC and Grant Manager for discussion. Upon determining the appropriate approach in a collaborative manner, the proposed approach will be documented in a technical memorandum and submitted to the Grant Manager for review and approval as a part of Task 7.

Subtask 5.3 – SWRP Compilation and Completion

During preparation of the SWRP sections, Woodard & Curran will submit update(s) on the development of each of the sections in the associated quarterly progress report(s). Once the sections have been completed, they will be compiled into an administrative draft SWRP, and a SWRP Guidelines Appendix A checklist and self-certification (checklist) prepared and included as appendices to the plan. The administrative draft SWRP (along with the draft SWRP Guidelines Appendix A checklist and self-certification [self-certification checklist]) will be submitted to the TAC and the Grant Manager for review and comment. Comments received on the administrative draft SWRP will be incorporated into the document and a public draft SWRP prepared. This public draft SWRP will then be submitted to the Grant Manager for review and approval.

Following approval of the public draft SWMP, the public draft SWRP will be posted online and notices sent to the interested parties distribution list (see Task 7), the East Stanislaus Regional Water Management Partnership, and other interested stakeholders to solicit comments and questions. A summary of the comments received will be compiled and submitted to the Grant Manager. A meeting will be held with the Grant Manager following this submittal to discuss appropriate responses and/or plan modifications to address comments received, and all applicable public comments incorporated into the SWRP and/or addressed externally in a response log to prepare a final draft SWRP. The final draft SWRP will then be submitted to the TAC and Grant Manager for review and approval. A final SWRP will then be prepared, addressing any comments received from the TAC and/or Grant Manager on the final draft SWRP, and the final SWRP with the signed self-certification checklist submitted to the TAC, local IRWM group, and the Grant Manager.

Task 6: Technical Studies to Support Development of SWRP

Many technical studies currently exist that can support development of the SWRP. For example, the City of Modesto has prepared a draft Storm Water Master Plan that identifies projects in its areas, and is currently working on cross-connection projects to eliminate combined sewers from its system. To avoid duplicating work conducted to date, the Woodard & Curran project team will first review and extract relevant information from these existing work products, and create a list of data and information gaps. These gaps will be discussed with the Grant Manager and approaches identified to either fill the gaps through specific field efforts or to develop programs to be included in the SWRP that will, once implemented, fill these data gaps.

Subtask 6.1 – Technical Study Review

As described in the request for proposals, the Woodard & Curran team will review and/or submit, as agreed upon with the Grant Manager:

- Hydrologic and pollutant loading studies, including an evaluation of the existing storm drain system in the City of Oakdale and low impact development (LID) approaches in the Empire community, to generate data and to inform project selection and modeling activity.

EXHIBIT A. SCOPE OF SERVICES

- A feasibility study of drywells and underground storage systems in the City of Modesto to determine if these alternative approaches provide adequate drainage in public rights-of-way. Data will be collected (if required) and evaluated to inform project selection and modeling activity.
- A study of managed aquifer recharge using diffused storm water for upland areas in Eastern Stanislaus County. Data will be collected (if required) and evaluated to inform project selection and modeling activity.

Technical summaries will be prepared for each of these efforts and submitted to the Grant Manager. It is assumed the technical summaries will be prepared by the contracted consultants or agencies that conducted the studies.

Subtask 6.2 – Storm water Capture and Recharge Assessment

A minimum of ten (10) potential storm water capture/groundwater recharge sites will be assessed by conducting surface reconnaissance, mapping of the area, surveying, soil profile assessment through the logging of test pits or hand auger borings, field permeameter or percolation testing, and laboratory testing of soil samples to assess grain size distribution, bulk density, porosity and permeability. As required by the request for proposals, Stanislaus County's Little Salado Creek project shall be one of the ten sites evaluated in the subtask. The other nine test sites will be identified and recommended by the Woodard & Curran team for approval by the Grant Manager. The results of the assessments will be documented in a technical memorandum.

Subtask 6.3 – Water Quality Testing

Storm water quality samples will be collected and analyzed at key outfalls to assess potential groundwater contaminant loading from storm water in accordance with the approved Monitoring Plan prepared in Task 2, to establish baseline water quality conditions, and generate data for model calibration and project selection. For the purposes of budgeting, it is assumed that up to seven (7) outfalls will be sampled for three (3) sampling events (for a maximum of 21 water quality samples) with samples analyzed for parameters identified in the Monitoring Plan. It is assumed that water quality analyses will be conducted for, at a minimum, suspended sediment, oil and grease, priority pollutants, metals, pesticides, chemical oxygen demand (COD) and pathogens.

Task 7: Stakeholder Outreach, Education, and Public Participation

The SWRP guidance requires stakeholder outreach and education and opportunities for public participation in the plan development. As previously noted, the East Stanislaus and Westside-San Joaquin IRWM Plans are being updated to meet Prop 1 standards in concurrence with the SWRP preparation. Both documents require stakeholder outreach and public participation components, and there are a large number of opportunities to coordinate these efforts between the two plans to streamline communications, prevent meeting 'burnout', coordinate messaging, and save money. For example, if preparation of the two plans is coordinated, only one TAC/PAC can be utilized for both efforts, and an interested parties mailing list maintained. Additionally, the East Stanislaus IRWM Region currently has a website and Opti system for managing project information and documentation and to allow a public portal for stakeholders and interested parties to learn about the plan development, submit projects, and stay abreast of program developments. These two platforms can also be used in the SWRP development process to achieve the same required results.

EXHIBIT A. SCOPE OF SERVICES

Subtask 7.1 - Stakeholder Outreach

In Subtask 7.1, Woodard & Curran will facilitate the organization, coordination, and collaboration among stakeholders and provide opportunities for general public participation and education throughout development of the SWRP. Whether done in conjunction with the East Stanislaus IRWM Plan Update or independent of the IRWM Plan, Woodard & Curran will prepare a stakeholder outreach, education, and engagement plan and submit to the plan to the Grant Manager for review and approval. Additionally, a minimum of two (2) stakeholder meetings and one (1) public outreach meeting for interested stakeholders will be conducted over the course of development of the SWRP. At a minimum, one of the outreach meetings shall be conducted during Task 5 to solicit multi-benefit storm water management projects from watershed stakeholders. For each meeting, a meeting agenda, meeting minutes, and presentation/handouts will be prepared and submitted to the Grant Manager, along with a sign-in sheet from each meeting.

Subtask 7.2 – Disadvantaged Community Outreach

A targeted outreach effort will be conducted in Subtask 7.2 to reach out to Disadvantaged Communities (DACs) and Economically Distressed Areas (EDAs) via telephone and a limited number of meetings (up to four face-to-face meetings) to facilitate coordination, assess needs and opportunities, assist with project proposals and development, and provide education regarding the SWRP. Descriptions of the targeted outreach activities and associated results will be summarized and the memorandum submitted to the Grant Manager.

Subtask 7.3 – Website

A public webpage for the SWRP will be prepared to provide information and communication to the public and stakeholders. This webpage will be submitted to the Grant Manager for approval, and will include work products, data sets, reports, photos, meeting information, and links to additional resources. Woodard & Curran will prepare the website, however we are assuming that the County will host the site as a subpage to its website. We will work with the Grant Manager and County IT staff to launch the website; but, the County will be responsible for uploading appropriate documents and announcements. If requested by the County, Woodard & Curran can host the website for an additional fee.

Subtask 7.4 – Outreach Documentation

For Subtask 7.4, Woodard & Curran will prepare and submit to the Grant Manager a summary of stakeholder outreach, education, public participation, and collaboration activities, including meeting agenda(s) and materials, meeting summaries, sign-in sheets, and photos in the associated quarterly progress report(s).

EXHIBIT B

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract 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 by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

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

Additional Insured Status

The 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 Consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 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 Consultant's insurance and shall not contribute with it.

Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee's, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the County.**

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect 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.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

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

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. 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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

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.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Consultant to procure and maintain a policy of insurance.

APPROVED AS TO INSURANCE CONTENT:

Stanislaus County

Chief Executive Office – Risk Management Division

By: _____

Name: _____

Title: _____

Date: _____

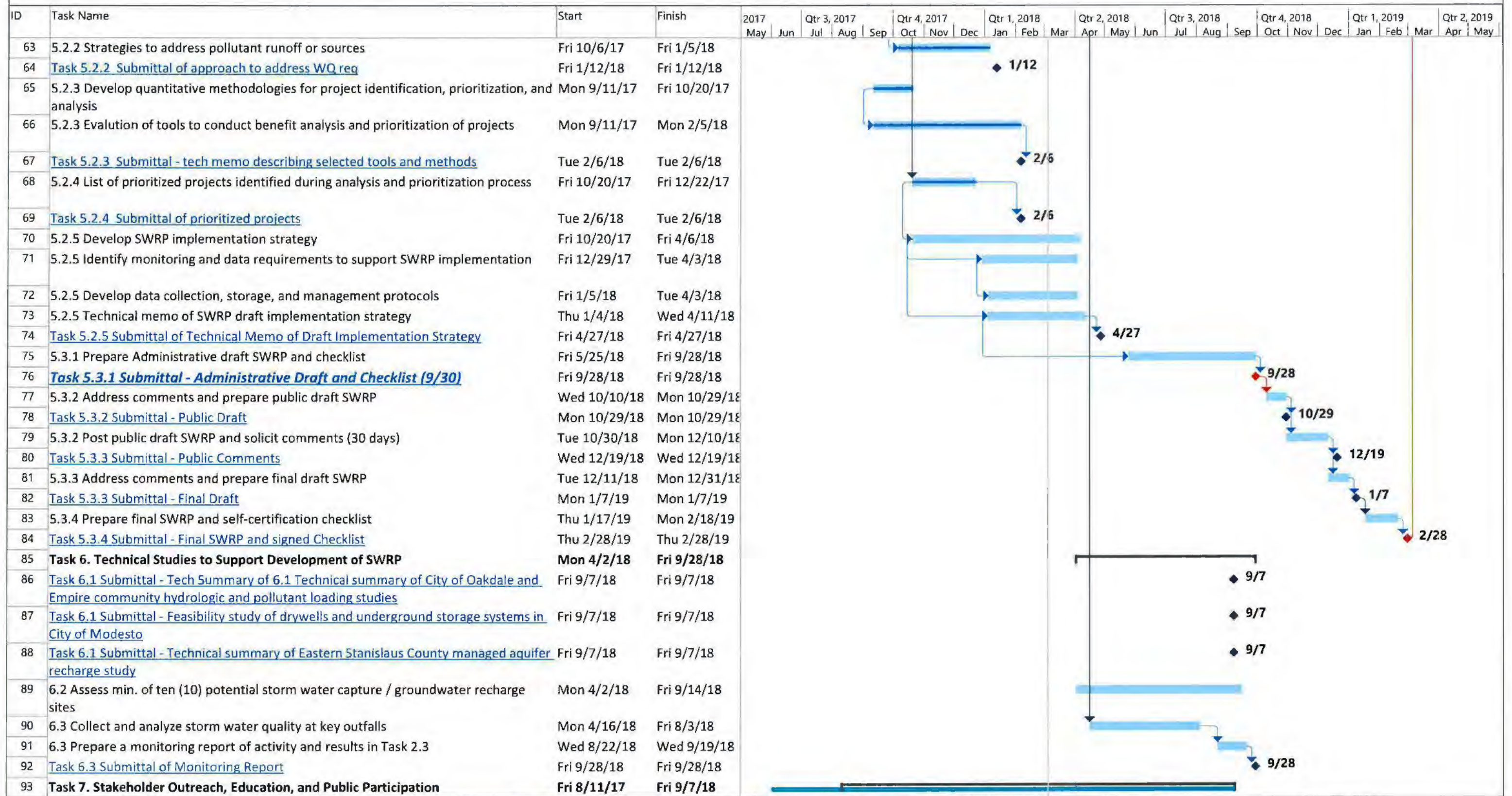
Stanislaus Multi-Agency Storm Water Resource Plan
Project Schedule

ID	Task Name	Start	Finish	2017		Qtr 3, 2017			Qtr 4, 2017			Qtr 1, 2018			Qtr 2, 2018			Qtr 3, 2018			Qtr 4, 2018			Qtr 1, 2019			Qtr 2, 2019		
				May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
1	Stanislaus Multi-Agency Storm Water Resource Plan	Fri 8/11/17	Fri 3/29/19																										
2	Task 1. Project Management	Fri 8/11/17	Fri 3/29/19																										
3	1.1 Technical and Administrative Services	Fri 8/11/17	Fri 3/29/19																										
17	1.2 Notify Grant Manager of meetings, workshops, etc. at least 15 days in advance	Fri 8/11/17	Fri 3/29/19																										
18	1.3 Detailed project schedule, update as needed	Mon 8/14/17	Fri 3/29/19																										
19	1.4 Project status review meetings with Grant Manager	Mon 8/14/17	Fri 3/29/19																										
20	Grant Reporting	Tue 8/1/17	Fri 3/29/19																										
21	Quarterly Progress Reports	Fri 10/20/17	Fri 3/29/19																										
29	b) As needed reports	Tue 8/1/17	Fri 3/29/19																										
30	c) Annual Status Report #1	Fri 10/20/17	Thu 11/2/17																										
31	Annual Status Report Report Submittal	Mon 11/13/17	Mon 11/13/17																										
32	c) Annual Status Report #2	Fri 10/19/18	Thu 11/1/18																										
33	Annual Status Report Report Submittal	Tue 11/13/18	Tue 11/13/18																										
34	d) Final Project Summary	Thu 2/28/19	Wed 3/20/19																										
35	Final Project Summary Submittal	Fri 3/29/19	Fri 3/29/19																										
36	Task 2. Monitoring	Fri 8/11/17	Fri 3/16/18																										
37	2.1 Prepare a Monitoring Plan (MP)	Mon 8/21/17	Fri 9/29/17																										
38	Task 2.1 Submittal of Monitoring Plan	Fri 9/29/17	Fri 9/29/17																										
39	2.2 Prepare, maintain, and implement a Quality Assurance Project Plan (QAPP)	Thu 8/24/17	Fri 9/29/17																										
40	Task 2.2 Submittal of QAPP	Fri 9/29/17	Fri 9/29/17																										
41	Task 3. Technical Advisory Committee (TAC)	Mon 8/7/17	Wed 10/3/18																										
42	3.1 Establish TAC, list of members, roles, affiliations	Mon 8/7/17	Fri 9/1/17																										
43	Task 3.1 Submittal of TAC list and roles	Fri 9/8/17	Fri 9/8/17																										
44	3.2 TAC kickoff meeting to develop SWRP goals and schedule/SWRP Outline	Fri 9/29/17	Thu 10/5/17																										
45	Task 3.2 Submittal of TAC meeting notes	Thu 10/12/17	Thu 10/12/17																										
46	3.3 TAC meetings, agendas, notes, sign-in sheets	Fri 9/22/17	Wed 10/3/18																										
52	Task 4. Data Collection and Watershed Identification	Fri 8/11/17	Wed 12/6/17																										
53	4.1 GIS database for the plan area and annotated list of data and reports	Fri 8/11/17	Thu 10/5/17																										
54	Task 4.1 Submittal of GIS database and annotated list of reviewed data	Thu 10/12/17	Thu 10/12/17																										
55	4.2 SWRP watershed description, map, and justification of boundaries	Thu 10/5/17	Wed 11/29/17																										
56	Task 4.2 Submittal of SWRP watershed description, map and boundaries	Wed 12/6/17	Wed 12/6/17																										
57	Task 5. Storm Water Resource Plan (SWRP) Development	Mon 8/14/17	Thu 2/28/19																										
58	5.1 Detailed SWRP outline	Mon 8/14/17	Fri 9/15/17																										
59	Task 5.1 Submittal of detailed SWRP outline (9/30)	Fri 9/29/17	Fri 9/29/17																										
60	5.2.1 Develop SWRP components and describe development in QR	Fri 9/1/17	Tue 10/24/17																										
61	5.2.2 Description of the approach to address water quality requirements	Fri 10/6/17	Fri 1/5/18																										
62	5.2.2 Activities generating or contributing to polluted runoff	Fri 10/6/17	Fri 1/5/18																										

Stanislaus SWRP Development Schedule
SWRCB Agreement No. D1612618
Mon 3/5/18

Task Estimated Due Date Summary Critical Due Date

Stanislaus Multi-Agency Storm Water Resource Plan
Project Schedule



Stanislaus SWRP Development Schedule
SWRCB Agreement No. D1612618
Mon 3/5/18

Task █ Estimated Due Date ◆ Summary Critical Due Date ◆

Stanislaus Multi-Agency Storm Water Resource Plan
Project Schedule

ID	Task Name	Start	Finish	2017		Qtr 3, 2017			Qtr 4, 2017			Qtr 1, 2018			Qtr 2, 2018			Qtr 3, 2018			Qtr 4, 2018			Qtr 1, 2019			Qtr 2, 2019	
				May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
94	7.1 Facilitate and coordinate stakeholder and public involvement	Fri 8/11/17	Fri 4/27/18																									
95	7.1.1 Prepare stakeholder outreach, education, and engagement plan	Fri 8/11/17	Fri 8/11/17																									
96	Task 7.1 Submittal of stakeholder outreach, educ., and engagement plan	Mon 7/31/17	Mon 7/31/17																									
97	7.1.2 Conduct stakeholder and public outreach meetings	Fri 8/11/17	Wed 5/9/18																									
103	7.2 Conduct Disadvantaged Communities outreach activities	Fri 8/25/17	Fri 8/24/18																									
104	Task 7.2 Submittal summary of Disadvantaged Communities outreach	Fri 9/7/18	Fri 9/7/18																									
105	7.3 Create a public webpage for the SWRP	Thu 12/14/17	Fri 6/8/18																									
106	Task 7.3 Submittal of web link	Fri 6/8/18	Fri 6/8/18																									
107	7.4 Submit summary of stakeholder and public outreach events	Tue 8/1/17	Fri 9/7/18																									

Stanislaus SWRP Development Schedule
SWRCB Agreement No. D1612618
Mon 3/5/18

Task  Estimated Due Date  Summary  Critical Due Date 



Stanislaus County
Stanislaus Multi-Agency Storm Water Resource Plan

Tasks	Assumptions	Labor											Total Hours	Total Labor Costs (1)	Outside Services		ODCs		Total Fee			
		Leslie Dumai	Haley Sheere	Brian van Linden	Brenda Prunton	Jen Kitson	Jeanna Long	Kyle	Kathleen Higgins	Enrique Lopezoliva	Lauren Saiberg	Graphics			Admin	Dylan Crawford	Ben Crawford	Subtotal		Sub Consultant Total Cost (2)	ODCs	Total ODCs (3)
		PIC	Project Manager	E-2	PE	PE	Opt/GIS	Opt/GIS	QA/QC	QA/QC	Support	Graphics and Support			O'Dell Engineering	Crawford, Inc.						
Task 1: Project Management		\$266	\$237	\$249	\$201	\$152	\$266	\$136	\$266	\$266	\$178	\$145	\$105									
Provide technical and administrative services																						
Budget and schedule updates			10		16																	
Monthly invoicing and progress reporting	Final SWRP completed by end of February 2019		10		16	5							12									
Project status review meetings		4	12	12	1																	
Project communications		2	14	10	2																	
Quarterly Grant Reporting and Invoicing	October 2017, January 2018, April 2018, July 2018, October 2018, January	2	12		24	40							4									
Final Project Summary	Mar-19	2	2	2	4	6							4									
Subtotal Task 1		8	60	24	63	51		0	0	0	0	0	24									
Task 2: Monitoring																						
Prepare monitoring plan	draft and final plans prepared	2	35		36	8		8					4									
Prepare QAPP	draft and final plans prepared	2	22		38	6		8					4									
Subtotal Task 2		4	57	0	72	14		14	0	0	0	8	0									
Task 3: Technical Advisory Committee																						
Establish TAC		2	8		2	2																
TAC kickoff meeting		4	10	8	2	8							8									
Conduct TAC meetings	4 TAC meetings	2	24	20	4	8							8									
Subtotal Task 3		6	42	28	6	18		0	0	0	0	0	16									
Task 4: Data Collection and Watershed Identification																						
Gather and review existing data			30	30	28	30																
Review and summarize watershed and sub-watersheds			12	16	20	20																
Subtotal Task 4		0	42	46	48	50		0	0	0	0	0	0									
Task 5: Storm Water Resource Plan Development																						
5.1 SWRP Annotated Outline		2	4	2	8																	
5.2 SWRP Component Preparation																						
Draft primary SWRP components	7 sections plus executive summary		16	20	80	80						8	8									
Draft description of water quality requirements			4		20																	
Develop quantitative methods for project evaluation			16	32	18	36	16	50		8		4										
Conduct project analysis and prioritization			20	20	26	34	8	20				8										
Develop implementation strategy		4	8	8		8																
5.3 SWRP Compilation and Completion																						
Administrative draft SWRP	draft plan plus self-certification checklist	2	4	14	36	40						8	8									
Public draft SWRP		2	2	6	16	8						2	2									
Draft Final SWRP	draft plan plus response log	1	2	4	12	5																
Final SWRP	final plan plus self-certification checklist	1	1	2	4																	
Subtotal Task 5		11	77	108	220	211	24	70	0	8	0	30	16									
Task 6: Technical Studies to Support Development of SWRP																						
6.1 Technical Study Review																						
Hydrologic and pollutant loading studies review & summary			2	2		2																
Dry well and underground feasibility study review & summary			2	2		2																
Managed aquifer recharge study review & summary			2	2		2																
6.2 Storm Water Capture and Recharge Assessment																						
Recharge site assessment	10 recharge sites assessed		10	6								65										
6.3 Water Quality Testing																						
Outfall sampling	up to 7 outfalls for 3 sampling events (21 rounds of analyses)		26	8		37						8	4	4								
Monitoring report	draft and final reports prepared		14	4	20	16						8	4	4								
Subtotal Task 6		0	56	22	20	59		14	0	65	8	8										
Task 7: Stakeholder Outreach, Education and Public Participation																						
7.1 Stakeholder Outreach																						
Stakeholder outreach, education and engagement plan		2	2										4									
Stakeholder and public outreach meeting	2 stakeholder meetings and 1 public outreach meeting	4	14		8								4									
7.2 Disadvantaged Community Outreach		2	16		32								8									
7.3 Website	10 calls and 4 face-to-face meetings		8									16	4									
	Site to be hosted by County		8	0	40	0						16	20									
Subtotal Task 7		8	40	0	40	0		0	0	0	16	20										
TOTAL		31	374	228	469	403	24	70	0	8	65	66										

1. The individual hourly rates include salary, overhead and profit
 2. Subconsultants will be billed at actual cost plus 10%
 3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%
 4. RMC reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts

**MEMORANDUM OF UNDERSTANDING BETWEEN STANISLAUS COUNTY AND
THE CITY OF MODESTO, et.al. FOR LOCAL MATCH COMMITMENTS
ASSOCIATED WITH THE GRANT TO CREATE THE STANISLAUS MULTI-
AGENCY REGIONAL STORM WATER RESOURCE PLAN**

The parties to this Memorandum of Understanding are the Cities of Modesto, Oakdale, and Patterson, all of which are Municipal Corporations of the State of California, the Eastside Water District, and the County of Stanislaus (“Parties”). This Memorandum of Understanding is entered into this 17th day of April, 2018, among the parties.

RECITALS:

WHEREAS, Stanislaus County, as lead agency, was successful in obtaining the Proposition 1 Planning Grant to develop the Stanislaus Multi-Agency Regional Storm Water Resource Plan (SWRP); and

WHEREAS, Stanislaus County has teamed with the City of Modesto, a broad range of other public agencies, non-profits and disadvantaged community stakeholders to prepare a SWRP that identifies and prioritizes multi-benefit storm water resource projects to improve regional water supply resilience and aid in the adaptation of infrastructure to climate change; and

WHEREAS, The Parties have engaged in a competitive process to mutually selected Woodard and Curran (“Consultant”) to perform consulting services for the Stanislaus Multi-Agency Regional Storm Water Resource Plan; and

WHEREAS, the local match required for the Proposition 1 Planning Grant is \$499,840, which can be made up of money and labor-in-kind charges; and

WHEREAS, the Parties to this Memorandum of Understanding desire to work together to meet the local match requirement; and

NOW, THEREFORE, the Parties on the terms and conditions herein set forth agree as

follows:

1. The Parties agree that the County of Stanislaus will be the lead agency for the Proposition 1 Planning Grant and has entered into an Agreement with the State to receive grant funds and will manage the grant under the obligations set forth in an Agreement between the County of Stanislaus and the State.

2. The local match for the Proposition 1 Planning Grant to develop the Stanislaus Multi-Agency Regional Storm Water Resource Plan shall be comprised of labor-in-kind work and direct labor paid by the Parties as set forth in "Exhibit I" attached hereto.

3. Each of the Parties utilizing a "Plan" or "Study" as labor-in-kind authorizes the County of Stanislaus to use the value of that "Plan" or "Study" as part of the local match for the Proposition 1 Planning Grant to develop the Stanislaus Multi-Agency Regional Storm Water Resource Plan.

4. Each of the Parties utilizing direct labor authorizes the County of Stanislaus to use the value of that direct labor as part of the local match for the Proposition 1 Planning Grant to develop the Stanislaus Multi-Agency Regional Storm Water Resource Plan.

5. Each of the Parties utilizing either labor-in-kind work or direct labor shall provide the County of Stanislaus the necessary documentation sufficient to meet the requirements of the Proposition 1 Planning Grant to verify the value of the local match. Necessary documentation may include, but is not limited to, a copy of the "Plan" or "Study", a copy of the contract for the consultant who prepared the "Plan" or "Study", invoicing related to the "Plan" or "Study", or certification of the total amount paid for the "Plan" or "Study" by the agency's financial officer.

6. The County of Stanislaus shall submit invoices to the State of California utilizing

the local match values set forth in “Exhibit 1” attached hereto. The County of Stanislaus shall use its best efforts to utilize labor-in-kind work for local match first.

7. The Parties agree to work together to improvise alternative solutions to the local match requirements as necessary.

8. Each of the Parties acknowledges and agrees that though they are providing the local match for the Stanislaus Multi-Agency Regional Storm Water Resource Plan, a broad range of other public agencies, non-profits and disadvantaged community stakeholders may participate and receive various benefits from the SWRP.

9. The Parties agree that the County of Stanislaus will contract with Consultant to complete a scope of services for the Stanislaus Multi-Agency Regional Storm Water Resource Plan. The County takes on this responsibility at no charge to the other Parties.

10. The County shall have full authority to make any amendments to any contracts with Consultant. Before making any amendments that would result in an increase in costs, the County shall meet with the other Parties and discuss such amendments.

11. Each party agrees to indemnify and hold the other parties from and against any liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

12. Upon completion of the work to be performed by Consultant, each of the Parties hereto shall be entitled to copies of all deliverable documents created by Consultant.

13. To the extent reasonably required, each Party shall, in good faith, cooperate and

assist each of the other Parties in meeting their obligations under this Memorandum of Understanding.

14. All notices or other documents permitted or required to be given hereunder shall be effective upon being delivered by hand or by facsimile transmission or five (5) days after delivery into the United States First Class Mail if such mail is registered or certified. Each such notice shall be sent to the Parties at the addresses respectively indicated below:

Matt Machado
Public Words Director
County of Stanislaus
1716 Morgan Road
Modesto, CA 95358

Ken Irwin
City Manager
City of Patterson
P.O. Box 667
Patterson, CA 95363

Joseph P. Lopez
Acting City Manager
City of Modesto
P.O. Box 642
Modesto, CA 95353

Bryan Whitemyer
City Manager
City of Oakdale
280 N. Third Avenue
Oakdale, CA 95361

Al Rossini
Chairman
Eastside Water District
P.O. Box 280
Denair, CA 95316

15. The Parties may terminate this Memorandum of Understanding upon mutual written agreement.

16. This Memorandum of Understanding and its Exhibits contain the entire understanding between the Parties. All previous proposals, offers and other communications relative to this Memorandum of Understanding, whether oral or written, are hereby superseded except to the extent that they have been incorporated into this Memorandum of Understanding.

17. No waiver, or exception, to any of the terms, conditions, and provisions of this Memorandum of Understanding shall be considered valid unless specifically agreed to in writing by all the Parties.

18. If any provision of this Memorandum of Understanding is held by a court to be

invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force.

19. This Memorandum of Understanding shall be governed according to the laws of the State of California.

20. Each of the Parties represent to the other that the person or persons who have executed this document on their behalf have been authorized to do so in accordance with governing law, and that this Memorandum of Understanding is a binding legal obligation on each of the Parties upon its execution by them.

21. This Memorandum of Understanding may be modified only through writing and signed by all the Parties.

22. This Memorandum of Understanding may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original.

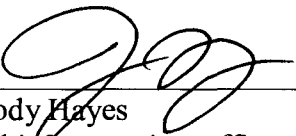
23. Agreed as evidenced by the signatures below:

IN WITNESS WHEREOF, the County of Stanislaus has authorized the execution of this Memorandum of Understanding for the Stanislaus Multi-Agency Storm Water Resources Plan in duplicate by its Chief Executive Officer and attestation by its County Clerk under authority of Resolution No. 2018- 0163 adopted by the Board of Supervisors of Stanislaus County on the 17th day of April 2018.

COUNTY OF STANISLAUS,
a political subdivision of the State of California,

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS

By: 

Jody Hayes
Chief Executive Officer

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 

Amanda DeHart
Deputy County Counsel

IN WITNESS WHEREOF, the City of Modesto has authorized the execution of this Memorandum of Understanding for the Stanislaus Multi-Agency Storm Water Resources Plan in duplicate by its Acting City Manager and attestation by its City Clerk under authority of Resolution No. 2018- 90 adopted by the Council of the City of Modesto on the 27th day of February, 2018.

CITY OF MODESTO,
a municipal corporation

By: 
JOSEPH P. LOPEZ, Acting City Manager

ATTEST:

By: 
STEPHANIE LOPEZ, City Clerk

(Seal)

APPROVED AS TO FORM:
ADAM U. LINDGREN, City Attorney

By: 

IN WITNESS WHEREOF, the City of Oakdale has authorized the execution of this Memorandum of Understanding for the Stanislaus Multi-Agency Storm Water Resources Plan in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2018- 021 adopted by the Council of the City of Oakdale on the 20th day of February 2018.

CITY OF OAKDALE,
a municipal corporation

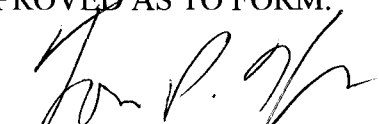
By: 
BRYAN WHITEMYER, City Manager

ATTEST:

By: 
KATHY TEIXEIRA, City Clerk

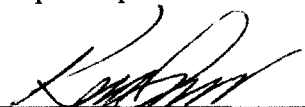
(Seal)

APPROVED AS TO FORM:

By: 
TOM HALLINAN, City Attorney

IN WITNESS WHEREOF, the City of Patterson has authorized the execution of this Memorandum of Understanding for the Stanislaus Multi-Agency Storm Water Resources Plan in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2018-_____ adopted by the Council of the City of Patterson on the ____ day of _____ 2018.

CITY OF PATTERSON,
a municipal corporation

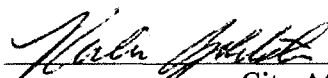
By: 
KEN IRWIN, City Manager

ATTEST:

By: 
MARICELA L. VELA, City Clerk

(Seal)

APPROVED AS TO FORM:

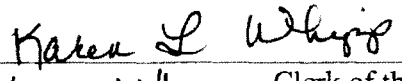
By: 
Or Tom Halpin, City Attorney

IN WITNESS WHEREOF, the Eastside Water District has authorized the execution of this Memorandum of Understanding for the Stanislaus Multi-Agency Storm Water Resources Plan in duplicate by its Chairman and attestation by its Clerk of the Board under authority of Resolution No. 2018- 03 adopted by the Board of Directors of the Eastside Water District on the 15 day of February 2018.

EASTSIDE WATER DISTRICT,
a municipal corporation

By: 
AL ROSSINI, Chairman

ATTEST:

By: 
Karen Whipp, Clerk of the Board

(Seal)

APPROVED AS TO FORM:

By: _____,
Attorney for Eastside Water District

EXHIBIT 1

STANISLAUS MULTI-AGENCY STORM WATER RESOURCE PLAN LOCAL MATCH SOURCES

LABOR-IN-KIND

LISTED IN GRANT APPLICATION

City of Oakdale SW Master Plan	\$	25,565	
Empire Low Impact Development Study	\$	15,160	
Eastside Water District Managed Aquifer Recharge Study	\$	25,275	
Stanislaus County Outreach	\$	10,000	
			\$ 76,000

ADDITIONAL STUDIES

Eastside Water District Geologic, Hydrologic, Hydrogeologic Characterizations for Potential Managed Aquifer Recharge of Diffused Stormwater	\$	112,369	
Eastside Water District Diffused Surface Water Project Studies and Designs	\$	189,575	
City of Patterson Storm Drain Master Plan	\$	181,060	
City of Modesto Municipal Stormwater Program-Annual Progress Report 2015-16-Order No. R5-2015-0025, NPDES No. CAS083526	\$	45,000	
City of Modesto Municipal Stormwater Program-Annual Progress Report 2014-15-Order No. R5-2008-0092, NPDES No. CAS093529	\$	45,000	
City of Modesto Wastewater Collection System Master Plan	\$	50,000	\$ 623,004

LABOR

Stanislaus County	\$	25,000	
City of Modesto	\$	20,000	\$ 45,000

TOTAL LOCAL MATCH \$ 744,004