

## **AGREEMENT FOR ENGINEERING, GEOLOGY AND HYDROGEOLOGY CONSULTING SERVICES**

THIS AGREEMENT FOR ENGINEERING, GEOLOGY AND HYDROGEOLOGY CONSULTING SERVICES (Agreement) is made as of the \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency, a Joint Powers Authority (WMA GSA) and Stetson Engineers, Inc. with reference to the following facts:

A. The WMA GSA has determined that it is necessary to contract the services of an independent engineering consultant to perform activities necessary to implement the Groundwater Sustainability Plan (GSP) adopted by the WMA GSA in compliance with the State of California Sustainable Groundwater Management Act (SGMA) of 2014.

B. Stetson Engineers, Inc. (referred herein as the “Consultant”) is an independent engineering-consulting firm and has appropriate credentials and extensive experience in the fields of geology, engineering, hydrogeology and numeric groundwater modeling.

C. Consultant assisted in the preparation of the WMA GSA’s GSP and thus has unique and valuable knowledge of the groundwater basin managed by the WMA GSA.

D. The WMA GSA and Consultant have entered into this Agreement, and Consultant has represented themselves as being fully qualified and available to perform the services as described in this Agreement.

NOW, THEREFORE, IT IS AGREED that:

### 1. SERVICES BY CONSULTANT

- a. Services. WMA GSA retains Consultant to assist in the implementation of the WMA GSA’s GSP, assist in the preparation of the annual reports, and to perform those services set forth in the scope of work attached as Attachment “A” (collectively Services). Service shall be performed on an as needed basis when requested by the WMA GSA. Although Stetson Engineering, Inc. may have subcontractors, the WMA GSA will rely upon Stetson Engineering, Inc. for performance and administration for this Agreement.
- b. The Consultant is the lead for all projects and is responsible for the project.
- c. Under this contract, Task Orders will be issued to the Consultant describing the specific scope of work, estimated costs for each task, and milestones required.

- d. The Consultant will perform tasks within each Task Order.
- e. The Consultant's Project Manager is responsible for coordinating the work efforts of the team to ensure completion of the project within the required budget and schedule. Stetson Engineering, Inc. shall designate a Project Manager and key personnel from its staff and its sub-consultants that will be assigned to each Task Order, which shall be approved by the WMA GSA in writing, and may modify same from time to time with the WMA GSA's written consent.
- f. Consultant agrees to perform the Services within the designated time frame described in each Task Order. Consultant shall diligently perform the obligations and responsibilities required by this Agreement and subsequent Task Orders applying the highest standards of professionalism and good workmanship.
- g. Additional Services. The WMA GSA, may determine that additional services by the Consultant (Additional Services) are required during the course of the Agreement. When the WMA GSA requests Additional Services, the Consultant shall submit a written proposal detailing the Additional Services to be done and the total cost to do the work. The Consultant shall not proceed with any Additional Services until a written notice to proceed is received from WMA GSA. The Consultant will notify the WMA GSA in writing of any changes in scope, cost or schedule that require contract or task order modification within three business days.
- h. Labor and Materials. Consultant shall furnish, at its own expense, all labor, materials, equipment, transportation and services necessary for the successful completion of the Services. Consultant shall give its complete attention and supervision to the fulfillment of the provisions of this Agreement by its employees and shall be responsible for the timely performance of the Services. The Services of consultant shall be coordinate by the Stetson Project Manager with such assistants as he/she deems appropriate which shall be identified and approved by WMA GSA on behalf of the CMA and WMA GSAs. Stetson Engineers, Inc. has specified its subcontractors and their respective scopes of services in its response to the Request for Proposals which is on file with the WMA GSA and may only modify its subcontractors and/or their scope of services upon written consent of the WMA GSA.
- i. Review. Consultant shall furnish WMA GSA with reasonable opportunities from time to time to ascertain whether the Services are being performed in accordance with this Agreement. All work products and materials furnished shall be subject to final review and approval by WMA GSA. WMA GSA's review and approval shall not, however, relieve Consultant of any of its obligations under this Agreement.

2. TERM. This Agreement shall be effective as of the date of this Agreement and shall continue for a 5-year term, unless terminated earlier as provided in Section 7.

3. COMPENSATION.

- a. Services. WMA GSA shall pay Consultant on a time and expense basis for the Services including, but not limited to, labor, transportation, communication, materials, equipment, meals, lodging and assistants. This compensation shall be paid monthly, based on Consultant's monthly billings which shall itemize in detail the name of the person doing this work, the hourly rate of the person doing the work, the description of the work performed, the amount of time spent on the work performed, any other reimbursable costs or expenses, and the total cost for which payment is requested. A schedule of rates and reimbursable direct expenses is included as Attachment "B". Labor rates for Team consultants will be provided to the Consultant and approved by the WMA GSA.
- b. Invoices. Consultant shall keep accurate records of the hours expended and reimbursable costs accrued for the Services under each Task Order. This includes the records of hours expended by each employee of the Consultant and reimbursable costs. Within thirty (30) days after the end of each month of the term of this Agreement, the Consultant shall submit an invoice for each Task Order to WMA GSA which shall be as described above. WMA GSA shall pay Consultant the amount of each invoice(s) within thirty (30) days of its receipt and WMA GSA's verification of Consultant's performance, which determination by WMA GSA shall be binding and conclusive. The records, invoices, receipts and other documentation supporting Consultant's invoices shall be available for review by WMA GSA upon reasonable notice and shall be retained by Consultant for three (3) years after completion of the Services.
- c. Taxes/Insurance/Licenses. Consultant shall be solely responsible for the payment of any federal, state or local income tax, social security tax, workers' compensation insurance, state disability insurance and any other taxes or insurance which Consultant is responsible for paying as an independent contractor under federal, state or local law. Consultant shall procure and maintain all licenses necessary for the performance of the Services, including, without limitation, business licensing, all at the sole cost of Consultant.
- d. Termination. If the services of Consultant are terminated, in whole or in part, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to such termination.

4. INSURANCE.

- a. Comprehensive General Liability. Consultant shall procure and/or maintain in full force and effect during the performance of services pursuant to this Agreement, comprehensive general liability and property damage insurance covering its performance of services under this Agreement in an amount of not less than Two Million Dollars (\$2,000,000), combined single limit coverage.
- b. Workers' Compensation. Consultant shall procure and/or maintain in full force and effect during the performance of services pursuant to this Agreement workers' compensation insurance covering its employees in performance of services under this Agreement.
- c. Professional Liability. Consultant shall procure and/or maintain in full force and effect during the performance of services pursuant to this Agreement professional liability insurance in an amount not less than One Million Dollars (\$1,000,000) coverage.
- d. General Provisions. Prior to the performance of services under this Agreement and at any time thereafter, upon request by WMA GSA, Consultant shall provide WMA GSA with Certificates of Insurance evidencing the above coverages and listing WMA GSA as an additional insured. Each Certificate of Insurance shall provide thirty (30) days' advance written notice to WMA GSA of any change or cancellation of insurance that is required under this Section. The foregoing insurance coverage shall not limit the indemnification obligations of Consultant as set forth in Section 6, and the failure to maintain said coverages shall constitute a material breach of this Agreement. These insurance provisions shall apply to Stetson Engineers, Inc.'s subcontractors unless waived or modified by the WMA GSA in writing.

5. INTEREST OF CONSULTANT. Consultant represents and warrants to WMA GSA that it presently has no interests, and covenants that it shall not acquire any interests, direct or indirect, financial or otherwise, which would conflict with the performance of the services to be provided by Consultant under this Agreement. Consultant further covenants that in the performance of this Agreement, no employee having such an interest shall be employed by Consultant. Consultant certifies that no one who has or will have any financial interest under this Agreement or within Consultant is an officer or employee of WMA GSA.

6. INDEMNIFICATION. Consultant shall indemnify, defend and hold WMA GSA, as well as its directors, officers, agents and employees, and members of the GSAs harmless from and against all claims, damages, losses and expenses, including reasonable attorney's fees, which arise out of, relate to or result from Consultant's obligations under, or its performance of services pursuant to, this Agreement, whether caused by, or alleged to have been caused by, any act or omission, negligent or otherwise, of Consultant or of any employee.

7. TERMINATION.

- a. Termination Without Cause. Either party may terminate this Agreement for any reason by giving the other party at least fifteen (15) days prior written notice of such termination. Such termination shall not relieve WMA GSA from responsibility for payment for services rendered by Consultant or prior to the effective date of termination.
- b. Termination With Cause. WMA GSA may terminate this Agreement with cause, effective immediately upon written notice of such termination to Consultant, based upon the occurrence of any of the following events: the material breach of this Agreement by Consultant; the failure of Consultant to substantially comply with any applicable federal, state or local law or regulation; the filing by or against Consultant of any petition under any law for the relief of debtors; and the filing of a criminal complaint against Consultant for any crime, other than minor traffic offenses.
- c. Completed Work. In the event of termination, Consultant shall, at WMA GSA's request, promptly surrender to WMA GSA all completed work and work in progress and all materials, records and notes developed, procured, or produced pursuant to this Agreement. Consultant may retain copies of such work product as a part of its record of professional activity.

8. REPORTS AND DOCUMENTS. All materials or documents prepared or used to prepare Consultant's work product under this Agreement (Consultant's Work Product) shall be the property of WMA GSA and shall be turned over to WMA GSA upon completion or termination of this Agreement. WMA GSA may use, duplicate, disclose and/or disseminate, in whole or in part, in any manner it deems appropriate, Consultant's Work Product.

9. CONFIDENTIAL INFORMATION. During the term of this Agreement and thereafter, Consultant shall not, directly or indirectly, use, exploit, disclose or divulge to anyone, except appropriate representatives of WMA GSA, any of Consultant's Work Product. Consultant shall comply with any applicable confidentiality agreements with respect to any confidential information provided to Consultant.

10. GENERAL PROVISIONS.

- a. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To WMA GSA: William J. Buelow, Interim Plan Manager  
Santa Ynez WMA GSA  
P.O. Box 719 (3669 Sagunto Street, Suite101)  
Santa Ynez, CA 93460  
805-693-1156

With copy to: Isaac L. St. Lawrence  
McMurtrey, Hartsock, Worth & St. Lawrence  
2001 22<sup>nd</sup> Street, Suite 100  
Bakersfield, CA 93301  
661-322-4417

To Consultant: Alan Richards, Principal  
Stetson Engineers, Inc.  
2171 East Francisco Blvd., Ste. K  
San Rafael, CA 94901  
415-457-0701

Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

- b. Independent Contractor. The parties, in the performance of this Agreement, will be acting in an independent contractor relationship and not as agents, employees, partners, or joint venturers of one another. It is the express intention of the parties that Consultant is an independent contractor and not WMA GSA's employee, that the employees of Consultant are not WMA GSA's employees and are not entitled to any of the rights, benefits or privileges attributable to WMA GSA employees. Consultant shall have the control of the means, methods and details of performing the work and shall only be subject to the general direction and supervision of WMA GSA to ensure the results contracted for are achieved.
- c. Labor Conditions. WMA GSA is a public entity in the State of California and therefore WMA GSA and Consultant are subject to certain provisions of the Government Code and the Labor Code of the State of California. All provisions of law applicable to public contracts and/or this Agreement are incorporated in this Agreement by this reference and are made a part of this Agreement to the same extent as if they were fully stated in the Agreement and will be compiled with by Consultant.
- d. Labor Code Compliance and other Requirements. Consultant shall abide by all applicable Federal and California laws and regulations regarding wages, including, without limitation, the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal

Unemployment Tax Act, Internal Revenue Code and the California Labor, Revenue, Taxation and unemployment Codes.

Without limiting the foregoing, in accordance with Exhibit D.25 of the Grant Agreement, Consultant is advised of, and agrees to comply with, the following provision: “Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR’s *Public Works Manual* at <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.” Consultant agrees that it, and its contractors and subcontractors, shall comply with said provision in so far as applicable to their work for the WMA GSA.

The Consultant shall defend, indemnify and hold the WMA GSA, as well as its officers, agents and employees, harmless from and against all claims, damages, losses and expenses brought by, or due to, its employees, including wages and/or overtime compensation due said employees under this Agreement or attorneys’ fees and costs in defense of any claim or obligation under the above laws.

- e. Assignment. This Agreement shall not be assigned by Consultant to any third party without the prior written consent of WMA GSA, who shall have the sole discretion to consent or not to consent to any proposed assignment. Any attempted assignment without approval of WMA GSA shall be voidable at the option of WMA GSA.
- f. Waiver. No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- g. Construction of Terms. All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated. In the event of such

invalidity, voidness or unenforceability, the parties agree to enter into supplemental agreements to effectuate the intent of the parties and the purposes of this Agreement.

- h. Controlling Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California, with venue proper only in the County of Santa Barbara, State of California.
- i. Authorization. All officers and individuals executing this and other documents on behalf of the respective parties certify and warrant that they have the capacity and have been duly authorized to execute said documents on behalf of the entities indicated.
- j. Discrimination. No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status or place of national origin. Consultant shall comply with all local, state and federal laws relating to equal employment opportunity rights.

In addition, without limiting the foregoing, in accordance with Exhibit D.27 of the Grant Agreement, it is agreed that during the performance of this Agreement, the Consultant and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. The Consultant and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the California Fair Employment and Housing Act are incorporated into this Agreement by reference. The Consultant and its contractors and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- k. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the Services and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement may be altered,



amended or modified only by a supplemental writing executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, cancelled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

- I. This Agreement does not replace or supersede any existing or future contract(s) between the WMA GSA and Consultant, and is a separate contract for purposes of implementing SGMA on behalf of the CMA and WMA GSAs.
  
- m. Notwithstanding anything in this Agreement to the contrary, the performance of work under this Agreement by Consultants, and its contractors and subcontractors, shall be in accordance and not in conflict with any terms and conditions of the Grant Agreement (including any amendments thereto) is so far as they may be applicable to such work.

**IN WITNESS WHEREOF**, the parties have executed this Agreement at the place and as of the date first written above.

**WMA GSA**

Santa Ynez River Valley Groundwater  
Basin Western Management Area  
Groundwater Sustainability Agency

By: \_\_\_\_\_  
William J. Buelow PG,  
Interim Plan Manager

**CONSULTANT**

Stetson Engineers, Inc.

By: \_\_\_\_\_  
Alan Richards, Principal