

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES
(Greg Hinds/Hinds Engineering-Consultant)

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PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(Greg Hinds/Hinds Engineering-Consultant)

IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into as of the last date indicated below by and between the Sierra Valley Groundwater Management District (the District) and Greg Hinds (Consultant)

RECITALS

The District is desirous of completing work on a “Groundwater Sustainability Plan” (GSP); and Consultant represents that he is fully qualified to develop a draft GSP in accordance with California Department of Water Resources standards.

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

1. DEFINITIONS

1.1 “Scope of Services” means such professional services attached hereto as “Exhibit A” and fully incorporated herein by this reference.

1.2 “Approved Fee Schedule” means such compensation rates as are set forth in Consultant’s fee schedule to the District attached hereto as “Exhibit B” and fully incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties. However, compensation under this Agreement shall not exceed \$10,080.00.

1.3 “Commencement Date” means January 1, 2019

1.4 “Termination Date” means June 30, 2019

2. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended in writing by mutual agreement of the parties or terminated earlier in accordance with Section 18 (“Termination”) below.

3. CONSULTANT’S SERVICES

3.1 Time is of the essence in Consultant’s performance of services under this Agreement.

3.2 Consultant shall perform the services identified in the Scope of Services. the District shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or

decrease in compensation, shall be incorporated by written amendment to this Agreement.

3.3 Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to the District.

3.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

3.5 This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

3.6 Consultant shall be responsible to the District for all services to be performed under this Agreement.

3.7 Consultant shall notify the District, in writing, of any change in name, ownership or control of Consultant's firm. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.

3.8 This Agreement is not subject to prevailing wage law.

4. COMPENSATION

4.1 The District agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with Exhibit B. Compensation shall not exceed \$1,680.00 per month and is expected to range from \$700.00 per month to \$1,680.00 per month through completion of the project.

4.2 Consultant shall submit to the District an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable above, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced.

4.3 The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

5. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of the District without restriction or limitation upon use or dissemination by the District. Consultant may take and retain copies of such written products as desired, but shall not seek to copyright such written products.

6. RELATIONSHIP OF PARTIES

Consultant is a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the District or otherwise to act on behalf of the District as an agent. Neither the District nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of the District.

Under no circumstances shall Consultant look to the District as its employer. Consultant shall not be entitled to any benefits. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation, and other applicable federal and state taxes.

7. INDEMNIFICATION

7.1 The parties agree that the District, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the District with the fullest protection possible under the law. Consultant acknowledges that the District would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect the District as set forth herein.

7.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the District requests with respect to a claim provide a deposit for the defense of, and defend the District, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the District.

7.3 The District does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by the District, or the deposit with the District, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.

8. MUTUAL COOPERATION

8.1 The District shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

8.2 If any claim, action, or proceeding is brought against the District relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that the District may require in the defense of that claim, action, or proceeding.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by the District. The District shall grant such consent if disclosure is legally required. Upon request, all the District data shall be returned to the District upon the termination or expiration of this Agreement.

10. RECORDS AND INSPECTIONS

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the District. The District shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of the District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

11. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and the District's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to Consultant:

Hinds Engineering
Greg Hinds
PO Box 1421
Graeagle, CA 96103

If to the District:

Sierra Valley Groundwater Management District
Einen Grandi
P.O. Box 88
Chilcoat, CA 96105

12. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 10, Section 13, and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

13. TERMINATION

13.1 The District may terminate this Agreement for any reason on sixty calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to the District. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All the District data, documents, objects, materials or other tangible things shall be promptly returned to the District upon the termination or expiration of this Agreement.

13.2 If the District terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement as provided in Section 4.1 above and as otherwise provided in this Agreement.

14. MISCELLANEOUS

14.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

14.2 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa,

and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).

14.3 The waiver by the District or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by the District or Consultant unless in writing signed by one authorized to bind the party to be charged with the waiver.

14.4 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in the District's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

14.5 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.6 This Agreement shall be governed and construed in accordance with the laws of the State of California.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

“The District”
Sierra Valley Groundwater Management District

“Consultant”
Hinds Engineering

By: _____
Einen Grandi, Chairman

By: _____
Greg Hinds

Date: _____

Date: _____

Attest:

Date: _____

**“EXHIBIT A”
Scope of Services**

Sierra Valley Groundwater Management District (SVGMD) Groundwater Sustainability Plan		
<i>Proposed Scope and Costs</i>		
Work Task	Description	Hourly Rate
1. GSP Drafting	Develop draft Groundwater Sustainability Plan (GSP) in accordance with the Sustainable Groundwater Management Act (SGMA) one section at a time using the California Department of Water Resources (DWR) GSP Outline, other DWR resources, and existing technical reports and data with the support of the SVGMD Board, other contractors, and volunteers; submit draft sections to SVGMD for review and comment; revise to incorporate comments and corrections.	\$ 70.00
2. GSP Progress Tracking and Coordination	Track GSP development progress using the DWR GSP Checklist; develop a list of outstanding required items and coordinate with SVGMD to ensure the items are addressed in a timely fashion to meet the content and submittal date requirements of the GSP/SGMA.	\$ 70.00
3. GSP Progress Presentations	Prepare short monthly presentations summarizing writing progress, any new questions or challenges encountered, and the outstanding items list and present at each SVGMD Regular Board of Directors Meeting.	\$ 70.00
<p>Notes: The not-to-exceed cost for services rendered shall not exceed \$1680. The actual cost billed will be the hourly rate (\$70) multiplied by actual labor hours in a given month. Detailed invoices will be submitted monthly. Monthly deliverables will include a short presentation (.ppt files) and any completed GSP sections ready for review and comment (.docx files). All up-to-date digital files (i.e. Word documents, Excel documents, etc.) will be provided to the SVGMD Secretary by email or flash drive upon request and/or when this work comes to an end. This work shall continue until the GSP draft is complete, or until either party (SVGMD or Greg Hinds) chooses to end this work.</p>		

“Exhibit B”
Approved Fee Schedule

Hinds Engineering
PO Box 1421
Graeagle, CA 96103

July 9, 2017

Sierra Valley Groundwater Management District
PO Box 88
Chilcoot, CA 96105

Subject: Proposal for work on Groundwater Sustainability Plan (GSP) drafting and coordinating efforts for the Sierra Valley Groundwater Basin.

To Sierra Valley Groundwater Management District Board of Directors,

Per the discussions held at the July 9, 2018 Regular Board of Directors (Board) Meeting, the scope of work provided is to perform up to 24 hours of work per month developing the draft Groundwater Sustainability Plan (GSP) for the Sierra Valley Groundwater Basin. Specifically, the scope of work includes the following:

1. Develop the draft GSP using the California Department of Water Resources (DWR) GSP Outline, other DWR resources, and existing technical reports and data with the support of the SVGMD Board, other contractors, and volunteers.
2. Track progress using the DWR GSP Checklist and develop a list of outstanding required items to report to the Board during Regular Board Meetings such that the Board can coordinate efforts to address the items to fulfill the requirements of SGMA.
3. Prepare short monthly presentations summarizing writing progress, any new questions or challenges encountered, and the outstanding items list and present at each Regular Board Meeting. Prepare and present additional presentations as needed.

The work will be billed at a rate of \$70 per hour, bringing the monthly cost to a not-to-exceed total of \$1680. Invoices with descriptions of work performed will be submitted monthly, along with draft GSP sections (for review and comment). The Board may ask that work be stopped at any time and no additional work will be billed thereafter. Likewise, the Board may ask that additional work be performed (i.e. modeling), in which case a separate scope of work will be submitted for review.

Please contact me via email (greg@hindseengineering.com) or phone (530-401-0000) with any questions or concerns. I look forward to continuing our progress toward sustainability.

Cordially,

Greg Hinds