
PROFESSIONAL SERVICES CONTRACT AE23-034

with Water Systems Consulting

Matilija 65% Design & CEQA Public Outreach

(Project No: P6081905)

This contract is made and entered into this 28th day of February 2023 by and between the Ventura County Watershed Protection District, hereinafter referred to as AGENCY, and Water Systems Consulting, Inc., hereinafter referred to as CONSULTANT, regarding CONSULTANT's performance of the work and services described in Exhibit A hereto (the "Work"). CONSULTANT, or a principal of the firm, is registered, licensed, or certified by the State of California as a Civil Engineer, number 6B004.

In consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Work; Standard of Performance

AGENCY hereby retains CONSULTANT to perform the Work described in Exhibit A hereto. The Work shall be performed in accordance with the terms and conditions of this contract and the County of Ventura Public Works Agency Consultant's Guide to Ventura County Procedures ("Guide") as amended from time to time, which is on file in the office of the Public Works Agency, and which by reference is made a part hereof. This contract shall take precedence over the Guide in case of conflicting provisions; otherwise they shall be interpreted together. In performing the Work CONSULTANT shall exercise the degree of skill and care customarily exercised by professionals in the State of California when providing similar services with respect to similarly complex work and projects.

2. Time Schedule

All Work and any portion thereof separately identified shall be completed within the time provided in the "Time Schedule" attached hereto as Exhibit B. AGENCY will issue a suspension of the contract time if CONSULTANT is delayed by any public agency reviewing documents produced by CONSULTANT under this contract, or solely due to acts or omissions of AGENCY, provided that CONSULTANT promptly notifies AGENCY in writing of such delays.

3. Fees and Payments

Payment shall be made monthly, or as otherwise provided, on presentation of a completed AGENCY Consultant Services Invoice Form in accordance with the "Fees and Payment" provisions attached hereto as Exhibit C.

4. Termination

AGENCY retains the right to terminate this contract for any reason prior to completion of the Work upon five days written notice to CONSULTANT. Upon termination, AGENCY shall pay CONSULTANT for all Work performed prior to such termination, provided however, that such charges shall not exceed the maximum fee specified in Exhibit C for completion of any separately identified task/phase of the Work which, at the time of termination, has been started by request of AGENCY, plus the outstanding amount of contract retention withheld to date.

5. Right to Review

AGENCY shall have the right to review the Work at any time during AGENCY's usual working hours. Review, checking, approval or other action by the AGENCY shall not relieve CONSULTANT of CONSULTANT's responsibility for the accuracy and completeness of the Work.

6. Work Product

On completion or termination of the contract, AGENCY shall be entitled to immediate possession of, and CONSULTANT shall promptly furnish, on request, all reports, drawings, designs, computations, plans, specifications, correspondence, data and other work product prepared or gathered by CONSULTANT

arising out of or related to the Work (collectively, "Work Product"). AGENCY has a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and authorize others to use, Work Product for government purposes. CONSULTANT may retain copies of the Work Product for its files. Work Product prepared by CONSULTANT pursuant to this contract shall not be modified by AGENCY unless CONSULTANT's name, signatures and professional seals are completely deleted. CONSULTANT shall not be responsible for any liabilities to AGENCY for the use of such Work Product that is modified by persons other than CONSULTANT. CONSULTANT is authorized to place the following statement on the drawings, specifications and other Work Product prepared pursuant to this contract:

"This drawing [or These specifications], including the designs incorporated herein, is [are] an instrument of professional service prepared for use in connection with the project identified hereon under the conditions existing on [date]. Any use, in whole or in part, for any other project without written authorization of [CONSULTANT's name] shall be at the user's sole risk."

7. Errors and Omissions

Without limiting AGENCY's other available remedies, if a construction change order is required for the subject project as a proximate result of an error or omission of CONSULTANT in the preparation of the construction or survey documents pursuant to this contract, regardless of whether or not such error or omission was the result of negligence, the necessary amendment or supplement to the construction documents required for such change order shall be made by CONSULTANT at no additional charge to AGENCY.

8. Correction of Work

If any Work performed by CONSULTANT does not conform to the requirements and professional standards of this contract, AGENCY may require CONSULTANT to correct the Work until it conforms to said requirements and standards at no additional cost to AGENCY. AGENCY may withhold payment for disputed Work until CONSULTANT correctly performs the Work or the dispute is otherwise resolved in accordance with this contract. When the Work to be performed is of such a nature that CONSULTANT cannot correct its performance, AGENCY may reduce the CONSULTANT's compensation to reflect the reduced value of the Work received by AGENCY. If CONSULTANT fails to promptly correct non-conforming Work, AGENCY may have the Work performed by a third party in conformance with the requirements and professional standards of this contract and charge CONSULTANT, or withhold from payments due CONSULTANT, any costs AGENCY incurs that are directly related to the performance of the corrective work. AGENCY shall not unreasonably withhold or reduce payment for CONSULTANT's Work under this section.

9. Subconsulting

With the prior written consent of AGENCY, CONSULTANT may engage the professional services of subconsultants for the performance of a portion of the Work ("Subconsultants"). CONSULTANT shall be fully responsible for all Work performed by Subconsultants which must be performed in accordance with all terms and conditions of this contract. All insurance requirements set forth in section 13 below, "Insurance Requirements," shall apply to each Subconsultant, except to the extent such requirements are modified or waived in writing by AGENCY. CONSULTANT shall ensure that each Subconsultant obtains and keeps in force and effect during the term of this contract the required insurance.

10. Independent Contractor

a. No Employment Relationship. CONSULTANT is an independent contractor, and no relationship of employer and employee is created by this contract. Neither CONSULTANT nor any of the persons performing services for CONSULTANT pursuant to this contract, whether said person be a principal, member, partner, officer, employee, agent, volunteer, associate, Subconsultant or otherwise of CONSULTANT, will have any claim under this contract or otherwise against AGENCY for any salary,

wages, sick leave, vacation pay, retirement, social security, workers' compensation, disability, unemployment insurance, federal, state or local taxes, or other compensation, benefits or taxes of any kind. AGENCY is not required to make any deductions from the compensation payable to CONSULTANT under the provisions of this contract. CONSULTANT shall be solely responsible for self-employment Social Security taxes, income taxes and any other taxes levied against self-employed persons. CONSULTANT does not assign such obligation to AGENCY for collection or administration except as may be required by federal and state law.

b. No AGENCY Control of Means and Methods of Performance. Except as otherwise provided in this contract, AGENCY will have no control over the means or methods by which CONSULTANT will perform services under this contract, provided, however, that CONSULTANT will perform services hereunder and function at all times in accordance with approved methods of practice in the professional specialty of CONSULTANT.

c. Third Parties Employed by CONSULTANT. If, in the performance of this contract, any third parties (including, without limitation, Subconsultants) are employed by CONSULTANT, such third parties will be entirely and exclusively under the direction, supervision and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, and other applicable requirements of law will be the responsibility of and determined by CONSULTANT, and AGENCY will have no right or authority over such third parties or the terms of such employment, except as provided in this contract.

d. Compliance with Workers' Compensation Laws. CONSULTANT will comply with all applicable provisions of the Workers Compensation Insurance and Safety Act of the State of California (codified as amended commencing at Labor Code section 3200), including, without limitation, divisions 4 and 5 of the California Labor Code, and all amendments thereto, and all applicable similar state and federal acts or laws, and will indemnify and hold harmless AGENCY from and against all Third Party Claims (defined elsewhere herein) presented, brought or recovered against AGENCY, for or on account of any liability under any of said laws which may be incurred by reason of any services to be performed under this contract.

e. Indemnity for Claims of Employer-Employee Relationship. CONSULTANT agrees to defend, through attorneys approved by AGENCY, indemnify and hold harmless AGENCY and its boards, agencies, departments, officers, employees, agents and volunteers from and against any and all Third-Party Claims (defined elsewhere herein) made against AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this contract. CONSULTANT further agrees to hold AGENCY harmless from and to compensate AGENCY for any Third-Party Claims against AGENCY for payment of state or federal income or other tax obligations relating to CONSULTANT's compensation under the terms of this contract. CONSULTANT will not settle or otherwise compromise a Third-Party Claim covered by this subsection without AGENCY's advance written approval. This subsection does not apply to any penalty imposed by any governmental agency that is not caused by or the fault of CONSULTANT.

11. Duty of Loyalty; Conflicts of Interest

- a. CONSULTANT owes AGENCY a duty of undivided loyalty in performing the Work under this contract, including the obligation to refrain from having economic interests and participating in activities that conflict with AGENCY's interests with respect to the Work and subject project. CONSULTANT shall take reasonable measures to ensure that CONSULTANT and its principals, officers, employees, agents and Subconsultants do not possess a financial conflict of interest with respect to the Work and subject project. CONSULTANT shall promptly inform AGENCY of any matter that could reasonably be interpreted as creating a conflict of interest for CONSULTANT with respect to the Work and subject project. This section is not intended to modify the standard of performance as set forth in Section 1.

- b. CONSULTANT acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that principals, officers, employees and agents of consultants retained by a public agency may be deemed "public officials" subject to the Act if they make or advise AGENCY on decisions or actions to be taken by AGENCY. To the extent AGENCY determines that the Act applies to CONSULTANT or its principals, officers, employees or agents, each designated person shall abide by the Act, including the requirement for public officials to prepare and file statements disclosing specified economic interests, as directed by AGENCY. In addition, CONSULTANT acknowledges and shall abide by the contractual conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
- c. During the term of this contract CONSULTANT shall not employ or compensate AGENCY's current employees.

12. Defense and Indemnification

CONSULTANT agrees to defend, through attorneys approved by AGENCY, indemnify and hold harmless AGENCY and the County of Ventura (if not defined as AGENCY) and their boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnitee") from and against any and all claims, lawsuits, judgments, debts, demands, and liability (including attorney fees and costs) (collectively, "Third Party Claims"), including, without limitation, those arising from injuries or death of persons and/or damage to property, whether against CONSULTANT, AGENCY or others, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CONSULTANT, save and except third party claims arising through the sole gross negligence or sole willful misconduct of Indemnitee. CONSULTANT shall not settle or otherwise compromise a Third-Party Claim covered by this section without AGENCY's advance written approval.

13. Insurance Requirements

- a. Without limiting CONSULTANT's duty to defend and indemnify AGENCY as required herein, CONSULTANT shall, at CONSULTANT's sole cost and expense and throughout the term of this contract and any extensions hereof, carry one or more insurance policies that provide at least the following minimum coverage:
 - i. Commercial general liability insurance shall provide a minimum of \$1,000,000.00 coverage for each occurrence and \$2,000,000.00 in general aggregate coverage.
 - ii. Automobile liability insurance shall provide a minimum of either a combined single limit (CSL) of \$1,000,000.00 for each accident or all of the following: \$250,000.00 bodily injury (BI) per person, and \$500,000.00 bodily injury per accident, and \$100,000.00 property damage (PD). Automobile liability insurance is not required if CONSULTANT does no traveling in performing the Work.
 - iii. Workers' compensation insurance in full compliance with California statutory requirements for all employees of CONSULTANT in the minimum amount of \$1,000,000.00. This workers' compensation insurance requirement may only be waived by AGENCY in writing if CONSULTANT is a sole proprietor with no employees and CONSULTANT provides AGENCY with evidence of such before commencing any work under the contract.
 - iv. Professional liability (errors and omissions) insurance shall provide a minimum of \$1,000,000.00 coverage per claim and \$2,000,000.00 in annual aggregate coverage.

If CONSULTANT maintains higher limits than the minimums shown above, AGENCY requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any

available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to AGENCY.

- b. With respect to any coverage written on a "claims made" basis, CONSULTANT shall, for three years after the date when this contract is terminated or completed, maintain such policy with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage). AGENCY may withhold final payments due until satisfactory evidence of the continued maintenance of such policy or the tail coverage is provided by CONSULTANT to AGENCY. Such policy shall allow for reporting of circumstances or incidents that may give rise to future claims.
- c. CONSULTANT shall notify AGENCY immediately if CONSULTANT's general aggregate of insurance is exceeded by valid litigated claims in which case additional levels of insurance must be obtained to maintain the above-stated requirements. All required insurance shall be written by a financially responsible company or companies authorized to do business in the State of California. CONSULTANT shall notify AGENCY of any and all policy cancellations within three working days of the cancellation.
- d. The commercial general liability policy shall name AGENCY and the County of Ventura (if not defined as AGENCY) and their respective officials, employees, and agents as additional insureds ("Additional Insureds"). All required insurance shall be primary coverage as respects the Additional Insureds, and any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance coverage and shall not contribute to it. Coverage shall apply separately to each insured, except with respect to the limits of liability, and an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds. Additional Insured coverage shall include both ongoing and completed operations. In the case of policy cancellation, AGENCY shall be notified by the insurance company or companies as provided for in the policy.
- e. CONSULTANT hereby waives all rights of subrogation against AGENCY, the County of Ventura, all special districts governed by the Board of Supervisors, and each of their boards, directors, employees and agents for losses arising directly or indirectly from the activities or Work under this contract. The commercial general liability, automobile liability and workers' compensation policies shall contain a provision or endorsement needed to implement CONSULTANT's waiver of these rights of subrogation.
- f. Prior to commencement of the Work, CONSULTANT shall furnish AGENCY with certificates of insurance and endorsements effecting all coverage required hereunder. Copies of renewal certificates and endorsements shall be furnished to AGENCY within 30 days of the expiration of the term of any required policy. CONSULTANT shall permit AGENCY at all reasonable times to inspect any policies of insurance required hereunder.
- g. Each insurance policy required above shall state that coverage shall not be canceled except with notice to AGENCY.

14. Claims and Disputes

- a. Administrative Review. Prior to filing a complaint in arbitration against AGENCY seeking payment of money or damages regarding the Work, an extension of contract time, or an interpretation or adjustment of the terms of this contract, including "pass-through" claims asserted by CONSULTANT on behalf of a Subconsultant (collectively referred to hereinafter as "claim"), CONSULTANT shall first exhaust its administrative remedies by attempting to resolve the claim with AGENCY's staff in the following sequence: 1) Project Manager, 2) Deputy Director of Public Works ("Department Director") and 3) Director of Public Works Agency ("Agency Director"). CONSULTANT shall initiate the administrative review process no later than 30 days after the claim has arisen by submitting to the Project Manager a written statement describing

each claim and explaining why CONSULTANT believes AGENCY is at fault, as well as all correspondence and evidence regarding each claim. CONSULTANT may appeal the decision made by the Project Manager to the Deputy Director and may appeal the decision made by the Deputy Director to the Agency Director, provided that AGENCY receives such appeal in writing no later than seven days after the date of the decision being appealed. If CONSULTANT does not appeal a decision to the next level of administrative review within this seven-day period, the decision shall become final and binding and not subject to appeal or challenge.

- b. Arbitration. All CONSULTANT claims not resolved through the administrative review process stated above shall be resolved by arbitration unless AGENCY and CONSULTANT agree in writing, after the claim has arisen, to waive arbitration and to have the dispute litigated in a court of competent jurisdiction. Arbitration shall be pursuant to article 7.1 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code and the regulations promulgated thereto, chapter 4 (commencing with section 1300) of division 2 of title 1 of the California Code of Regulations (collectively, "Rules for Public Works Contract Arbitrations"). Arbitration shall be initiated by a complaint in arbitration prepared, filed and served in full compliance with all requirements of the Rules for Public Works Contract Arbitrations. CONSULTANT consents and agrees that AGENCY may join it as a party to any arbitration involving third party claims asserted against AGENCY arising from or relating to any Work performed by CONSULTANT hereunder.

15. Compliance with Laws and Regulations; Permits and Licenses

CONSULTANT shall perform its obligations hereunder in compliance with all applicable federal, state, and local laws and regulations. CONSULTANT certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to AGENCY, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its principals, officers, employees, agents and Subconsultants to comply with all applicable statutes, ordinances, and regulations, or other laws, that apply to performance of the Work. AGENCY is entitled to review and copy all such applications, permits, and licenses which CONSULTANT shall promptly make available upon AGENCY's request.

16. Prevailing Wage Requirements

Certain work to be performed under this contract may be considered "public works" subject to prevailing wage, apprenticeship and other labor requirements of Labor Code division 2, part 7, chapter 1, section 1720 et seq. Such public works may include work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. CONSULTANT is solely responsible for determining whether the Work, or any portion thereof, is subject to said requirements, and for complying with all such requirements that apply. All such public works projects are subject to compliance monitoring by the California Department of Industrial Relations (DIR). AGENCY has obtained from the DIR general prevailing wage determinations for the locality in which the Work is to be performed that are on file with AGENCY's Public Works Agency and are available upon request. CONSULTANT is responsible for posting job site notices as prescribed by regulation pursuant to Labor Code section 1771.4(a)(2). CONSULTANT acknowledges that it is aware of state and federal prevailing wage and related requirements and shall comply with these requirements to the extent applicable to the Work, including, without limitation, Labor Code sections 1771 (payment of prevailing wage), 1771.1 (registration with DIR) and 1771.4 (submission of certified payrolls to Labor Commissioner).

17. Miscellaneous

- a. Entire Understanding. This contract is an integrated agreement and constitutes the final expression, and the complete and exclusive statement of the terms of, the parties' agreement with respect to the subject matter hereof. This contract supersedes all contemporaneous oral and prior oral and written agreements, understandings, representations, inducements, promises, communications or warranties of any nature whatsoever, by either party or any agent, principal, officer, partner, employee or representative of either party, with respect to the subject matter hereof. Without limiting the foregoing, CONSULTANT acknowledges that no representation,

inducement, promise or warranty not contained in this contract will be valid or binding against AGENCY.

- b. No modification, waiver, amendment or discharge of this contract shall be valid unless the same is in writing and signed by duly authorized representatives of both parties.
- c. Nonassignability. CONSULTANT will not assign this contract or any portion thereof to a third party without the prior written consent of AGENCY, and any attempted assignment without such prior written consent will be null and void and will be cause, at AGENCY's sole and absolute discretion, for immediate termination of this contract. AGENCY may withhold its consent to assignment at its discretion. In the event AGENCY consents to assignment, the obligations of CONSULTANT hereunder shall be binding on CONSULTANT's assigns.
- d. Third Party Beneficiaries. Except for indemnitees under sections 10.e and 12 above, this contract does not, and the parties to this contract do not intend to, confer a third party beneficiary right of action on any third party whatsoever, and nothing set forth in this contract will be construed so as to confer on any third party a right of action under this contract or in any manner whatsoever.
- e. Time limits stated herein are of the essence.
- f. Governing Law; Venue. This contract is made and entered into in the State of California and shall, in all respects, be interpreted, governed and enforced in accordance with the laws of the State of California applicable to contracts entered into and fully to be performed therein. The venue for any action, suit, arbitration, judicial reference or other proceeding concerning this contract shall be in Ventura County, California.
- g. All notices, requests, claims, and other official communications under the contract shall be in writing and transmitted by one of the following methods:
 - (1) Personal delivery.
 - (2) Courier where receipt is confirmed.
 - (3) Registered or certified mail, postage prepaid, return receipt requested.

Such notices and communications shall be deemed given and received upon actual receipt in the case of all except registered or certified mail; and in the case of registered or certified mail, on the date shown on the return receipt or the date delivery during normal business hours was attempted. All notices and communications shall be sent to CONSULTANT at the current address on file with AGENCY for contract payment purposes, and shall be sent to AGENCY as follows:

Public Works Agency
County of Ventura L#1670
800 South Victoria Avenue
Ventura, CA 93009-1670

Either party may change its contact information by providing written notice of the change to the other party in accordance herewith.

- h. Further Actions. The parties hereto agree that they will execute any and all documents and take any and all other actions as may be reasonably necessary to carry out the terms and conditions of this contract.
- i. Legal Representation. Each party warrants and represents that in executing this contract, the party has relied upon legal advice from attorneys of the party's choice (or had a reasonable opportunity to do so); that the party has read the terms of this contract and had their consequences (including risks, complications and costs) completely explained to the party by the party's attorneys (or had a reasonable opportunity to do so); and that the party fully understands the terms of this contract. Each party further acknowledges and represents that the

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party has executed this contract freely and voluntarily without the undue influence of any person, and the party has not relied on any inducements, promises or representations made by any person not expressly set forth in this contract.

- j. No Waiver. Failure by a party to insist upon strict performance of each and every term, condition and covenant of this contract shall not be deemed a waiver or relinquishment of the party's rights to enforce any term, condition or covenant.
- k. Partial Invalidity. If any provision of this contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties intend, and it shall be so deemed, that the remaining provisions of this contract shall continue in full force without being impaired or invalidated in any way. If such provision is held to be invalid, void or unenforceable due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- l. Interpretation of Contract. For purposes of interpretation, this contract shall be deemed to have been drafted by both parties, and no ambiguity shall be resolved against any party by virtue of the party's participation in the drafting of the contract. Accordingly, Civil Code section 1654 shall not apply to the interpretation of this contract. Where appropriate in the context of this contract, the use of the singular shall be deemed to include the plural, and the use of the masculine shall be deemed to include the feminine and/or neuter.
- m. Counterparts. This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same contract.

CONSULTANT:

Water Systems Consulting, Inc.

AGENCY:

Ventura County Watershed Protection District

Signature

Public Works Director or
Deputy Purchasing Agent

Print Name and Title

Signature

Print Name and Title

26-1507694

Vendor Number

EXHIBIT A - SCOPE OF WORK AND SERVICES

1. Overview of Services and Project

AGENCY has engaged CONSULTANT to provide the following services, which are more specifically described in the Basic Services section below, to assist AGENCY with the following project:

The CONSULTANT shall provide project schedule and stakeholder analyses; messaging; stakeholder outreach; and management coordination tasks relating to the Project. The project is Matilija 65% Design & CEQA Public Outreach grant funded tasks supporting the Matilija Dam Ecosystem Restoration Project.

2. Basic Services

The following Basic Services shall be performed by CONSULTANT:

Task 1 – Project Management

Project Administration: CONSULTANT shall review project materials including background information, technical reports, work plans, strategy documents. CONSULTANT shall coordinate with project team via email and phone. CONSULTANT shall prepare monthly invoices and progress report.

Deliverable

- Monthly progress report letter accompanying invoices detailing work conducted, budget expended, next tasks, and any constraints with suggestion for resolution

Kick Off Meeting: CONSULTANT shall facilitate and attend in-person a four-hour project kick-off meeting with AGENCY. CONSULTANT shall develop supporting materials including slide deck, pre-meeting data requests, handouts, and post-meeting report-out. CONSULTANT shall discuss Matilija Dam Restoration Project work plan, confirm schedule assumptions, dependencies, rationale, and drivers with AGENCY. CONSULTANT shall discuss project governance, planning, funding, and delivery strategy with those in attendance.

Deliverables

- Copies of slide deck, handouts and other supporting material prior to kickoff meeting.

Progress Meetings: CONSULTANT shall facilitate bi-weekly progress update meeting with AGENCY. CONSULTANT shall provide project updates on progress, key findings, and next steps. CONSULTANT shall discuss data needs, key issues, and strategies for stakeholder and project team coordination.

Deliverables

- Facilitate one-hour bi-weekly (twice per month) progress meetings.

Task 2 – Project Schedule and Stakeholder Analysis

Project Schedule Update: CONSULTANT shall develop a work breakdown structure to define remaining Matilija Dam Ecosystem Restoration Project work by discrete tasks during 2 meeting workshops with the AGENCY. CONSULTANT shall confirm schedule durations, logical ties, and understanding of the relationship among the discrete tasks for project components identified in the work breakdown structure with AGENCY. CONSULTANT shall analyze the AGENCY-provided project schedule, critical path, and key technical findings. CONSULTANT shall prepare a graphic schedule demonstrating the project's critical path and logical relationships among activities to provide to the AGENCY, project team, stakeholders, and the general public a shared understanding of the path forward toward dam removal. CONSULTANT shall develop a draft and final (following AGENCY comments) Project Schedule in Microsoft Project or other format based on any feedback received during the kick-off meeting.

Deliverables

- Draft and Final schedule in Microsoft Project or other format agreed to by AGENCY.

Risk Register: CONSULTANT shall exercise reasonable professional skill and care to develop and provide to the AGENCY a survey to identify project risks or concerns that could impact the overall scope, schedule,

budget, viability of the project. CONSULTANT shall meet with the AGENCY to discuss and identify project risks and to estimate the probability and potential impacts of each identified risk. CONSULTANT shall facilitate a workshop to identify, quantify and develop strategies for mitigating risks. CONSULTANT shall develop a tabular Risk Register with weighted risk identification.

Deliverables

- Risk Register in Microsoft Excel.

Stakeholder Analysis CONSULTANT shall conduct a Stakeholder Database work session lead by WSC's Technology Solutions Specialist to evaluate stakeholder management tools for tracking stakeholder feedback, correspondence, concerns, and information request. CONSULTANT shall: (1) Showcase alternative stakeholder management database solutions; (2) Discuss functionality, costs, pros, and cons for various solutions; and (3) Recommend stakeholder management tool(s) based on project needs and staff preferences.

CONSULTANT shall conduct stakeholder research leveraging previous public comments, articles, publications, local insights to gain an understanding of public perception, key issues, and areas of sensitivities related to the project. CONSULTANT shall attend a field meeting with the AGENCY to view the dam removal construction areas, as well as the land uses and facility infrastructure potentially affected by the project components along the Ventura River from the dam to the Pacific Ocean. CONSULTANT shall conduct a virtual Stakeholder Mapping work session(s) with AGENCY to systematically categorize project stakeholders, confirming their relationship to the project, core concerns, priorities, impact to and influence over project success. CONSULTANT shall develop a Stakeholder Engagement Strategy with schedule, defining outreach approaches and strategies for engaging the community and general public. CONSULTANT shall identify other/additional stakeholders for one-on-one engagement based on project next steps and results from the Stakeholder Mapping workshop.

Deliverables

- Stakeholder Engagement Strategy in Word and PDF files.
- Stakeholder Database, toolset to-be-determined during work session.

Task 3 – Messaging and Outreach Support

Messaging Guidebook: CONSULTANT shall develop a master messaging guidebook including: (1) Project description, purpose and benefits for each project component (including early work e.g., trailhead, wells, giant reed removal, bridge replacement); (2) Project partners, stakeholders, and roles; (3) Project costs and funding strategies; (4) Implementation, mitigation, and restoration strategies; and (5) Schedule and next steps. CONSULTANT shall develop Guidebook by incorporation of information gained from the other tasks in this contract.

Deliverables

- Messaging Guidebook in Word and PDF files.

Talking Points: CONSULTANT shall develop project talking points for the AGENCY to use when addressing target audiences, including the following: (1) Project partners; (2) Funding and Legislative; (3) Regulatory Agencies; and the General Public. CONSULTANT shall align content with approved master messaging guidelines. CONSULTANT shall not distribute talking points to project partners, elected officials and leadership team to support on-going outreach unless specifically authorized by AGENCY.

Deliverables

- Talking points version tailored to target audiences in Word and PDF files.

Frequently Asked Questions: CONSULTANT shall develop responses to frequently-asked-questions (FAQs). CONSULTANT shall Design 1-page print handout for public distribution. CONSULTANT shall provide FAQs for AGENCY's project website. CONSULTANT shall update FAQs periodically as trending question emerge, and new information becomes available.

Deliverables

- FAQs handout in Word and PDF files.
- FAQs updates as needed.

Stakeholder Listening Sessions: CONSULTANT shall schedule and facilitate one-on-one listening sessions (virtual or in-person) with priority project stakeholders (as defined above) including, but not limited to, impacted landowners, local municipalities, special/water districts, community groups, and land use organizations. CONSULTANT shall draft interview questions, develop outreach materials to support interviews including the following: (1) Project Summary Handout detailing the project history, purpose, partners, funding, schedule, and next steps; (2) Impacts and Mitigation Strategy Handout detailing preliminary Subsequent Environmental Impact Report (SEIR) findings and mitigation strategies; and (3) Schedule and Process Handout detailing SEIR review process and next steps for project design. CONSULTANT shall document stakeholders' contact information, concerns, priorities, and other feedback in stakeholder database.

Deliverables

- Draft interview questions in Word and PDF files for AGENCY review and approval.
- Project Summary Handout in Word (or other production software format) and PDF files.
- Impacts and Mitigation Strategy Handout in Word (or other production software format) and PDF files.
- Schedule and Process Handout in Word (or other production software format) and PDF files.
- Facilitate listening sessions and populate Stakeholder Database stakeholders' contact information, concerns, priorities, and other feedback

Project Management Committee, Technical Management Team, and Funding & Outreach Committee Meetings: CONSULTANT shall participate in monthly Project Management Committee, Technical Management Team, and Funding & Outreach Committee meetings as directed by AGENCY. CONSULTANT shall engage, collaborate, and coordinate during meetings to develop and deliver Matilija Dam Ecosystem Restoration Project messaging. CONSULTANT shall prepare stakeholder outreach and communication updates, findings, and next steps. CONSULTANT shall coordinate with the technical management team and design consultants to discuss project schedule, technical study results, alternatives, and stakeholder outreach for the following project components: 1) Matilija Dam Removal; 2) Camino Cielo Bridge; 3) Live Oak Acres Levee; 4) Casitas Springs Levee; and 5) Robles Diversion Facility/Meiners Oaks Flood Control. CONSULTANT shall support and facilitate information sharing and knowledge transfer for stakeholder feedback.

Deliverables

- Develop and deliver stakeholder outreach and communication updates, findings, and next steps.

Board of Supervisor Updates: CONSULTANT shall assist the AGENCY in the preparation of a project update presentation to County Board of Supervisors. Develop PowerPoint presentation run-of-show including desired outcomes, topics, and speaking roles. CONSULTANT shall develop slide deck, talking points, and meeting materials. CONSULTANT shall facilitate workshop rehearsal.

Deliverables

- Project update presentation in PowerPoint.

Community Town Hall: CONSULTANT shall conduct an informal Community Town Hall meeting(s) to provide a project update, share draft SEIR key findings and proposed mitigation strategies, gather public questions and concerns, and discuss next steps. CONSULTANT shall develop advertisement materials including social media content, e-invitations, local ads, and articles. CONSULTANT shall develop presentation run-of-show, outline desired outcomes, topics, target audience and speaking roles. CONSULTANT shall develop slide deck, talking points, and meeting materials. CONSULTANT shall provide day-of facilitation, support, and coordination.

Deliverables

- Conduct an informal Community Town Hall meeting.

- Deliver advertisement materials (three ads in local publication, one press release and one opinion editorial) in Word and PDF files.
- Deliver run-of-show presentation.
- Deliver Community Town Hall slide deck in PowerPoint and meeting materials in Word (or other compatible production software format) and PDF files.
- Deliver e-invitations and media kit.

Media Relations, Graphics, and Website Support: CONSULTANT shall identify media opportunities (radio, print, industry publications). CONSULTANT shall draft and place opinion editorial with keynote authors as directed by the AGENCY. CONSULTANT shall develop press releases aligned with key project milestones. CONSULTANT shall support press conferences. CONSULTANT shall provide graphic support as needed. CONSULTANT shall develop custom graphics for project website, brochure, presentations, banners. CONSULTANT shall provide website support including graphics, copy edits, and proposed updates.

Deliverables

- Draft opinion editorial in Word and PDF files as directed by AGENCY.
- Custom graphics in County-compatible formats.
- Custom website updates in County-compatible format.

3. Extra Services

No extra services are required.

Extra Services are separate from but related to the Basic Services described above. Extra Services shall be performed by CONSULTANT only after being authorized in writing by the Project Manager for AGENCY. AGENCY's written authorization will include a statement of the Extra Services required and time schedule for completion. CONSULTANT's billing and AGENCY's payment for Extra Services shall occur pursuant to Exhibit C.

4. County Services

AGENCY will provide or accomplish the following:

1. Full information as to the requirements of the services to be provided by CONSULTANT under the contract.
2. Review documents submitted by CONSULTANT and provide comments, direction, or approval as needed in a timely manner.
3. Provide CONSULTANT relevant existing and historic documents and graphics in the AGENCY's possession related to the Project.
4. Provide CONSULTANT a summary table showing issue areas of interest to the public during the public review period for the Matilija Dam Ecosystem and Restoration Project Environmental Impact Statement/Environmental Impact Report.
5. Provide CONSULTANT copy of known relevant information such as parcel data on directly impacted landowners in the possession of the AGENCY.
6. Provide CONSULTANT a copy of existing stakeholder list including any available contact information in the possession of the AGENCY.

End of Exhibit A

EXHIBIT B - TIME SCHEDULE

1. Schedule

All Work on this contract shall be completed by 02/07/2024.

CONSULTANT shall complete intermediate tasks as follows:

Task Table

Task	Description	Due Date
1	Project Management	02/07/2024
2	Project Schedule and Stakeholder Analysis	08/30/2023
3	Messaging and Outreach Support	02/07/2024

2. Delays

If Work cannot be completed by the dates specified in Exhibit B through no negligent fault of CONSULTANT, the fee for the Work not then completed may be adjusted to reflect increases in cost which occur, due to delay, from the date that the Work was required to be complete as specified in Exhibit B until the time the Work can actually be completed. Any payment of an additional fee as described in this paragraph must be authorized by AGENCY with a modification to this contract.

End of Exhibit B

EXHIBIT C – Fees and Payments

1. Compensation Summary

The following summarizes the maximum amount of compensation available to CONSULTANT under this contract. The actual amount of compensation shall be established and paid in accordance with the applicable provisions of the contract including this Exhibit C.

Maximum Fees for Basic Services:	\$246,590
Maximum Fees for Extra Services:	\$0
Maximum Reimbursement for Expenses:	\$2,900
Total Amount Not to Exceed:	\$249,490

2. Fees for Basic Services

AGENCY agrees to pay CONSULTANT the following fees for Basic Services:

☒ an **hourly rate** compensation, for actual hours of Basic Services performed that is based upon the hourly rates set forth in the following Rate Table, which rates shall remain fixed for the duration of the contract, not to exceed the **maximum fee amount of \$246,590**. The maximum fees for the respective tasks identified in Exhibit A as well as the total maximum fee amount are shown in the below Task Table. In no case shall a fee for a specific task exceed that listed below without prior written approval by AGENCY. Rates to be charged are identified in the Rate Table listed below.

Rate Table

Item	Position on Project	Title	Unit	Regular ¹	Prevailing ²	Travel ³
1	Principal in Charge	Principal III	\$/hr	\$365.00	n/a	Yes
2	Technical Advisor	Principal II	\$/hr	\$320.00	n/a	Yes
3	Project Manager	Communication Strategist III	\$/hr	\$280.00	n/a	No
4	Media Strategist	Communication Strategist II	\$/hr	\$240.00	n/a	No
5	Funding Strategist	Associate II	\$/hr	\$195.00	n/a	Yes
6	Technology Solutions	Associate II	\$/hr	\$195.00	n/a	Yes
7	Outreach Support	Communication Strategist I	\$/hr	\$190.00	n/a	Yes
8	Graphic Design Lead	Communication Support III	\$/hr	\$170.00	n/a	No
9	Administrative Support	Administration/Clerical III	\$/hr	\$160.00	n/a	No
10	Graphic Design Support	Communication Support I	\$/hr	\$130.00	n/a	No

Notes: 1) The Regular rates shown include all routine general and administrative expenses including but not limited to phone calls, travel within Ventura County (see note 3), incidental photocopying, and office equipment unless otherwise expressly listed in the Rate Table above.

2) The Prevailing rates shown include all routine general and administrative expenses including but not limited to phone calls, travel within Ventura County (see note 3), incidental photocopying, and office equipment unless otherwise expressly listed in the Rate Table above.

3) The word "Yes" in the Travel column above indicates that reimbursement for travel within Ventura County is authorized for the position described by that item.

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Task Table

Task	Description	Maximum Fee
1	Project Management	\$29,190.00
2	Project Schedule and Stakeholder Analysis	\$65,380.00
3	Messaging and Outreach	\$152,020.00
Total		\$246,590.00

3. Fees for Extra Services

For Extra Services authorized in writing in advance by AGENCY in accordance with Exhibit A, AGENCY agrees to pay CONSULTANT an **hourly rate** compensation for actual hours of Extra Services performed that is based upon the hourly rates set forth in the Rate Table for Basic Services above or, if none, then based upon the hourly rates set forth in the following Rate Table for Extra Services, which rates shall remain fixed for the duration of the contract, not to exceed the **maximum fee amount of \$0**.

4. Delays

If Work cannot be completed by the dates specified in Exhibit B through no negligent fault of CONSULTANT, the fees for the Work not then completed may be adjusted to reflect increases in cost which occur, due to delay, from the date that the Work was required to be complete as specified in Exhibit B until the time the Work can actually be completed. Any payment of an additional fee as described in this paragraph must be authorized by AGENCY with a written modification to this contract.

5. Reimbursable Expenses

CONSULTANT shall be reimbursed a sum for the following reasonable out-of-pocket expenses that are incurred and paid for by CONSULTANT in furtherance of performance of its obligations under this contract, but only to the extent that such expenses are directly related to CONSULTANT's services hereunder and do not exceed the **maximum reimbursable amount of \$2,900**:

(i) Outside printing directly related to deliverables but not for internal uses of CONSULTANT or its Subconsultants.

(ii) Reproduction or reprographic costs directly related to deliverables but not for internal uses of CONSULTANT or its Subconsultants. If CONSULTANT provides allowable reprographic services using its own equipment rather than using an outside service, the unit billing rates for such charges must be approved in advance by AGENCY.

(iii) Shipping, overnight mail, postage, messenger, courier and/or delivery services (but not for CONSULTANT's internal communications);

(iv) Only if authorized in writing in advance by AGENCY, reimbursement for business travel for the specific position descriptions so identified in the Rate Tables for Basic Services or Extra Services set forth above. AGENCY shall reimburse CONSULTANT for transportation, lodging, and meal expenses consistent with the policies and amounts approved for County employees as defined by policy number Chapter VII(C)-1, *Reimbursement of Employees County Business Expenses*, in the County's Administrative Policy Manual (latest edition);

(v) Only if authorized in writing in advance by AGENCY, fees and costs for Subconsultant services that are not included in the Rate Tables for Basic Services or Extra Services set forth above.

Exclusive List. The list of reimbursable expenses set forth above is the sole and exclusive list of reimbursable expenses that CONSULTANT is entitled to receive.

Approval Limits. Any reimbursable expense wherein a single item exceeds \$500 in value, whether purchased or leased, must be approved in writing in advance by AGENCY.

No Administrative Charge or Mark-Ups. The reimbursement provided for herein shall not include an administrative charge, multiplier or other mark-up by CONSULTANT unless authorized in writing, in advance, by AGENCY.

No Reimbursement for Specified Basic Services Paid for by a Fixed Fee. Notwithstanding the above, expenses related to Basic Services specified in Exhibit B are not reimbursable if CONSULTANT is compensated for Basic Services by a fixed fee.

6. Payment

AGENCY shall make payments to CONSULTANT under the contract as follows:

Requests for Payment

To request payment, CONSULTANT shall complete and submit to AGENCY a Consultant Services Invoice Form that shall include, at a minimum, (i) personnel time records for Basic Services and Extra Services actually performed at the rates specified in this Exhibit C, or the completed task for which payment of the fixed fee provided for in this Exhibit C is requested, as applicable, and (ii) receipts for all authorized reimbursable expense, along with the written AGENCY authorization for any specific reimbursable expenses requested for payment, if required above.

When invoicing for Extra Services, CONSULTANT shall clearly mark on the Invoice Form which services are Extra Services and keep those services separate from Basic Services and shall include a copy of the written AGENCY authorization for the Extra Services for which payment is requested.

CONSULTANT shall submit all **invoices** to:

PWA.consultantinvoices@ventura.org

Payment Schedule

Payments shall be made by AGENCY upon presentation of a properly completed AGENCY Invoice Form as described above. Payments based on an hourly rate compensation shall be made monthly.

Timely Invoicing

Timely invoicing by CONSULTANT is required. Delays in invoicing for services performed increases the management effort required by AGENCY to ensure accurate payments to CONSULTANT and manage project budgets. Accordingly, CONSULTANT shall submit a properly completed invoice no later than 60 calendar days after the services which are the subject of the invoice were performed. An invoice received by AGENCY more than 60 calendar days after the services were performed shall be reduced by 5% to compensate AGENCY for the additional management costs. Additionally, since increases in administrative costs and budgetary problems caused by late invoicing correlate to the length of delay in invoicing, there will be an additional 5% reduction in compensation for each additional 30-calendar-day period beyond 60 days between the date the services were performed and the submission of the invoice for those services.

CONSULTANT shall submit a final invoice form within 60 days of the earliest of the following events: 1) completion and acceptance by AGENCY of all Work required by the contract; or 2) termination of the contract.

End of Exhibit C