

Name of Project: **Facilitation Services for the Solano GSP**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Consultant)

THIS AGREEMENT, effective **July 1, 2020**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Ag Innovations**, hereinafter referred to as "Contractor."

The Agency requires services for **Facilitation Services for the Solano GSP**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for **Facilitation Services for the Solano GSP**, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$ 198,120** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Upon submission of an invoice by the Contractor, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month, **however in no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.** Every invoice shall specify hours worked for each task identified in Exhibit A undertaken.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task, budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2021**, as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

This Agreement may be modified or amended only by written instrument signed by the parties hereto, and the Contractor's compensation and time of performance of this Agreement shall be adjusted if they are materially affected by such modification or amendment.

(Note: this paragraph is optional) Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing, by the Agency's General Manager.

This Agreement may be terminated by the Agency at any time, without cause, upon written notification to the Contractor. The Contractor may terminate this Agreement upon 30 days written notice to Agency.

Following termination by the Agency or the Contractor, the Contractor shall be reimbursed for all expenditures made in good faith in accordance with the terms of this Agreement that are unpaid at the time of termination.

6. **PERMITS** *(Note: include only if permits are required)*

Permits required by governmental authorities will be obtained at the Contractor's expense, and the Contractor will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.

7. **INDEMNIFY AND HOLD HARMLESS**

To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify Solano County Water Agency, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising Solano County Water Agency's sole negligence or willful acts.

8. **INSURANCE**

Minimum Insurance Requirements: Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or sub-contractors.

Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Solano County Water Agency) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Solano County Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Solano County Water Agency has received a waiver of subrogation from the insurer.

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

Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Solano County Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Solano County Water Agency, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Solano County Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Solano County Water Agency.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the Solano County Water Agency. The Solano County Water Agency require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to

provide, that the self-insured retention may be satisfied by either the named insured or Solano County Water Agency.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Solano County Water Agency.

Verification of Coverage – Consultant shall furnish the Solano County Water Agency with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Solano County Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Solano County Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Sub-contractors - Consultant shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Solano County Water Agency its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.

9. **COMPLIANCE WITH LAW** *(Note: This section is optional)*

The Contractor shall be subject to and comply with all federal, state and local laws and regulations applicable with respect to its performance under this Agreement, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment.

10. **RECORD RETENTION** *(Note: This section is optional)*

Except for materials and records, delivered to the Agency, the Contractor shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least three years after the Contractor's receipt of the final payment under this Agreement. Upon request by the Agency, the Contractor shall make such materials and records available to the Agency at no additional charge and without restriction or limitation to State and federal governments at no additional charge.

11. **OWNERSHIP OF DOCUMENTS** *(Note: This section is optional)*

All materials and records of a finished nature, such as final plans, specifications, reports and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of the Agency. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to the Agency at no additional charge and without restriction or limitation on their use.

12. **SUBCONTRACT AND ASSIGNMENT**

This Agreement binds the heirs, successors, assigns and representatives of the Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this

Agreement and shall not assign this Agreement or monies due or to become due, without the prior written consent of the General Manager of the Agency or his designee, subject to any required state or federal approval. *(Note: list any subcontractors here)*

13. **NONRENEWAL** *(Note: This section is optional)*

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency under a new agreement following expiration or termination of this Agreement, and waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Contractor.

14. **NOTICE**

Any notice provided for herein are necessary to the performance of this Agreement and shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

AGENCY

Roland Sanford, General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

CONTRACTOR

Joseph McIntyre, President
Ag Innovations
101 Morris St., Ste 212
Sebastopol, CA 95472

The parties have executed this Agreement the day and year first above written. If the Contractor is a corporation, documentation must be provided that the person signing below for the Contractor has the authority to do so.

Solano County Water Agency
a Public Agency

By: _____
Roland Sanford
General Manager

By: _____
Joseph McIntyre,
President

FOR SCWA USE ONLY

Contract Period: July 1, 2020 to June 30, 2021
File Number: A-A-14
Account Manager: C.Lee
G/L Account #: 6611 AC
Job Cost #: 1716
Contract Type: Professional Services

EXHIBIT A
SCOPE OF SERVICES

March 20, 2020

Chris Lee
Solano County Water Agency



RE: Scope of Work, Facilitation Services for Solano Groundwater Sustainability Plan Development

Dear Chris,

It is an honor to continue our work with the Solano County Water Agency (SCWA) and the Solano Subbasin GSAs (collectively, the Solano Collaborative) to support the development of a Groundwater Sustainability Plan (GSP) for the Solano Subbasin that will lead to avoiding undesirable results and preserving the quality of life for all who depend on groundwater in the Basin.

Our goal is to work with you and the members of the GSA Collaborative to provide facilitation and community engagement services that generate widespread support of the developing GSP and the overall efforts to steward groundwater resources. To accomplish this goal we propose working in two interrelated ways:

1. **Inter-agency coordination:** Facilitation of the Solano Collaborative to identify and implement an appropriate long-term governance approach for the GSP and coordinate the development of the GSP;
2. **Public stakeholder process:** The planning for and engagement of groundwater users and the general public to ensure that stakeholder concerns and interests are heard and to the extent possible included in the development of the GSP.

Facilitation support will help the GSAs in the Solano Subbasin provide stakeholders, the public, and others who are interested in sustainable groundwater management, the ability to engage and participate in the development and implementation of the GSP. Facilitation will also support collaboration between the GSAs in the Solano Subbasin towards development of a coordinated GSP(s).

Project Objectives

The purpose of these project objectives is to conduct a high-caliber process intended to support the development of a GSP that:

1. develops a Groundwater Sustainability Plan that maintains sustainability and responds to its legal requirements; and
2. has a robust and transparent public engagement and outreach process with clear and consistent communications.

The proposed public outreach activities will ensure robust stakeholder engagement and ultimately a GSP that the public can feel committed too.

Inter-agency coordination activities will be in support of developing a GSP for the Solano Subbasin.

Ag Innovations' Work Plan

Below are the tasks and deliverables between July 1, 2020 and June 30, 2021. This work plan was guided by working planning done by the project team.

Who will lead and facilitate: Joseph McIntyre and Genevieve Taylor will co-lead this project, to ensure effective redundancy and “bench strength” for this four-year effort. Additional senior facilitation staff may be added to the project as needed and approved by you. Ag Innovations will always provide a facilitative team when needed, with a facilitator and recorder to ensure capture of meeting results.

TASKS	Solano County Water Agency Deliverables
TASK 1: Project management	A. Project Coordination with project team and team leads.
Subtotal: \$21,330.00	
TASK 2: Facilitate input to the GSP by the Solano Collaborative and respective boards (if needed)	A. Coordinate with project team to develop Groundwater Sustainability Plan and plan GSA Collaborative meetings. B. Facilitate the inter-agency meetings associated with the development of a Groundwater Sustainability Plan, which will include GSA staff and designated consultants C. Occasional checkin call with Solano Collaborative members to ensure that process is reflecting all input, with one annual report out to improve on process
Subtotal: \$36,040.00	
Task 3: Lead Stakeholder Engagement planning, public input and communications effort on behalf of the Solano Collaborative	A. Document and record implementation of draft Community Engagement Plan to be submitted into the GSP, according to the legal requirements of SGMA. B. Coordinate community engagement efforts with The Freshwater Trust's complementary SGMA grant with DAC and SDAC communities. C. Facilitate up to two rounds of broad public input meetings (up to 4 meetings) and up to two webinars D. Generate public outreach support for public input via tools such as email, web updates, postcards, newsletters, press releases, and direct outreach. E. Develop and maintain communications to the public on GSP development via newsletters and website updates.

Subtotal: \$48,590.00	
TASK 4: Contingency Public Input	A. Plan one round of public input if needed (up to two meetings) B. Facilitate and record one webinar C. Postcards, ads, and graphic support
Subtotal :\$12,900	
TASK 5: Present to GSA BODs	<i>A. Present and facilitate with BODs directly, if needed.</i>
Subtotal: \$6,775.00	
TASK 6: Facilitate Solano GSA Meetings	D. Facilitate and record Solano GSA meetings 1/quarter.
Subtotal:\$4290.00	
TASK 7: Facilitate CAC and IBC post-grant	A. Facilitation of up to two Solano Collaborative Citizen Advisory Committee meetings (post completion of 2020 DWR FSS Grant) B. Facilitation of one interbasin coordination meeting among all basins, and up to six additional followup meetings with individual basins (post completion of 2020 DWR FSS Grant)
Subtotal: \$22,700	
Additional Travel, Supplies, and Graphics Support: \$29,475	
Total: \$158,135.00	

Our Responsibilities

Based on our conversations and understanding of the project, we will:

1. Clarify meeting objectives with you, the project team, and key stakeholders.
2. Review appropriate topic material in preparation for this project.
3. Participate in all staff team calls and emails in preparation for meetings.
4. Develop an agenda for the event, taking advantage of best practices for accomplishing the meeting objectives, the resources of the project team, and the talent and insight of the participants. We will create an agenda with detailed facilitation/program directions that can be used as the basis for other necessary agendas including the public agenda.
5. Develop meeting records, including meeting highlights, that can be shared in appropriate settings.
6. Develop timely and appropriate text for website and email groups.

Your Responsibilities

1. Meeting logistics, including locating and securing the meeting site and providing for any desired meal/refreshment service.
2. We will work together to provide participant materials for the event including agendas, handouts, reports or other background materials.
3. Coordinating audio-visual services and providing any projection or recording equipment as may be specified in the agenda, unless otherwise addressed.
4. Shared recruiting of and coordination with speakers including management of logistics, collection of speaker presentation, and addressing specific speaker needs, except as noted above where we agree to contribute to this effort.

Fees and Payment

Ag Innovations agrees to provide the services described here for a fee of \$158,135.00 We will invoice monthly based on actual services delivered at the hourly rates specified in the attached budget.

Ag Innovations welcomes the opportunity to refine this proposal based on the input of SCWA and other GSAs.

Thank you for the opportunity,



Genevieve Taylor

Executive Director, Ag Innovations

We have reviewed the work plan and fees and agree to engage Ag Innovations on this project.

NAME	
TITLE	
SIGNATURE	
DATE	

EXHIBIT B

RATE OF COMPENSATION

Firm Description & Rates Sheet

Ag Innovations is a 501c3 nonprofit that specializes in designing, convening, and facilitating groups to design for a future that is resilient and assures the sustainability of our food system, including water resources, resilient natural and working lands, and agriculture. Through the skilled use of process and facilitation, they help stakeholders create the new ideas, actions, and will needed for decision-making that supports the best possible future.

We serve our community by facilitating 1) transformational collaboratives that help leaders think beyond their disciplines and unlock new ideas; 2) stakeholder engagement, public input, and planning, which helps improve the plans and policies that allow for a better future; and 3) capacity building including strategic planning, systems thinking and leadership development.

Our job is to help people think and work better together to solve the complex issues facing the communities who depend on our natural and working lands.

Rates sheet:

Title	Education & Experience Requirements	Rates 2020
Principal Facilitator	10+ years experience, BA required, training required, masters preferred	\$225/hour
Managing Facilitator	10+ years experience, BA required, training required, masters preferred	\$225/hour
Senior Analyst/Project Manager	5+ years experience, BA required, Masters preferred	\$150/hour
Senior Facilitator	5+years experience, BA required, Masters preferred	\$175/hour
Lead Facilitator	4+ years experience, BA required, Masters preferred	\$150/hour
Assistant Facilitator	2+ years experience OR Masters, BA required	\$115/hour
Project Manager	3-7 years experience, BA required	\$100/hour
Project Coordinator	1-3 years experience, BA required	\$80/hour
Clerical/Administrative	3+years experience, Associate degree required, training preferred	\$80/hour