

Name of Project: **Government Relations**

## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)**

THIS AGREEMENT, **effective July 1, 2023**, 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 **Reeb Government Relations**, hereinafter referred to as "Contractor."

The Agency requires services for **Government Relations**; 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 **Government Relations**, 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 \$120,000** for all work contemplated by this Agreement.

#### **3. METHOD OF PAYMENT**

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, 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. Invoices that are over 6 months old will not be approved or paid by the Agency. **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. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

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, 2024**, 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.

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, Contractor 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 Contractor 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:** Contractor 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 Contractor, 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 Contractor 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 Contractor 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 Contractor. 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 Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Contractor'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 Contractor'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 Contractor 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** – Contractor 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 Contractor’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** - Contractor shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Contractor 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**

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**

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**

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**

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

CONTRACTOR

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

Reeb Government Relations  
1415 L. Street, Suite 870  
Sacramento, CA 95814

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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: \_\_\_\_\_  
Chris Lee  
General Manager

By: \_\_\_\_\_  
Robert Reeb

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**FOR SCWA USE ONLY**

Contract Period: July 1, 2023 to June 30, 2024  
File Number: AG-R-12  
Account Manager: C.Lee  
G/L Account #: 6125AC/6128N  
Job Cost #: 1353  
Contract Type: Professional Services

**EXHIBIT A**  
**SCOPE OF SERVICES**

# MEMORANDUM

MAY 18, 2023

**TO:** Chris Lee, General Manager  
Solano County Water Agency

**FROM:** Bob Reeb  
Reeb Government Relations, LLC

**SUBJECT:** Scope of Services and Contract Renewal

Reeb Government Relations proposes to continue to provide Solano County Water Agency with the following scope of services:

*Develop State Advocacy Strategic Plan*

- Participate with Agency staff and the Board of Directors to update the Annual Legislative Platform, including development of a list of priorities for the second year of the 2023-24 Regular Session of the Legislature, and provide advice and strategic guidance on how to advance the Agency's interests.
- Assist Agency staff and the Board of Directors throughout the term of the engagement to identify issues that could affect the Agency, and recommend opportunities where the Agency can collaborate with other water and wastewater agencies or associations to shape State policies and regulations in order to advance the Agency's interests. Our firm will continue to be engaged in the work of the Association of California Water Agencies; California Municipal Utilities Association; WaterReuse Association, California Chapter; California Special Districts Association (and the Public Works Coalition), and State Water Contractors, and will integrate our representation of the Agency into the work of those associations and their members.
- Assist Agency staff and the Board of Directors to develop relationships with the governmental agencies that regulate and fund programs such as water and wastewater infrastructure, dam safety, fisheries restoration, infrastructure rehabilitation and replacement, and environmental issues and programs. Assist the Agency to develop meaningful relationships with legislative and executive branch personnel that can assist in bringing state financing to the Agency. This task will include monitoring and informing the Agency about state funding opportunities that have the potential to benefit Agency programs or projects, including direct funding and competitive grants. This task also will involve influencing the nature of project and program funding that may be included in legislative general obligation bond proposals. Key state agencies and staff to schedule briefings on issues of concern and importance to Agency's strategic goals and objectives will

include the Department of Water Resources, State Water Resources Control Board, Department of Fish and Wildlife, and Department of Parks and Recreation, among others.

### *Implement State Advocacy Strategic Plan*

- Identify and aggressively act to obtain funding for Agency capital improvement projects. We rely on List Serve subscriptions for all pertinent state agencies, departments, boards, and commissions to keep informed of funding opportunities as well as the development of guidelines that are relied on to direct funding to local agencies. Engagement on the latter improves the probability of Agency projects not only being eligible for funding, but improves the probability of securing funding.
- Review legislation under consideration, proposed and adopted administrative rules and regulations, and other developments for the purpose of advising the Agency of issues that may have a bearing on its policies and projects.
- Assist the Agency to develop and maintain a positive relationship with the Governor's office, State Legislature, State Water Resources Control Board, California Environmental Protection Agency, the Division of Safety of Dams in the Department of Water Resources, the Natural Resources Agency, and other State agencies. The purpose of such relationships is to support the Agency's objectives to secure grants and low interest loans, influence the development of regulations, and influence the development of state policy through legislation. To accomplish this task, we will coordinate meetings with State Legislators and agency department leaders to provide the Agency with the opportunity to meet face-to-face with key decision-makers on pertinent issues. This task will also include assistance in the development of briefing materials and talking points for meetings and phone calls with all state officials.
- Provide legislative and regulatory advocacy, as needed, or to promote the Agency's position on legislation and regulatory matters of interest. Assisting the Agency to leverage its membership in associations will be an important part of this implementation task. We will convey the Agency's position on legislation and water issues to its legislative delegation and key water related staff, as well as to appropriate state agencies, departments, boards, and the Governor's Office. We will do so in consultation with the Agency's General Manager and other staff, identifying opportunities for direct communication between the Agency and state officials.
- Generate support for Agency priorities and issues including negotiations with stakeholders, preparing and securing, from interested parties, position letters for high priority legislation and issues, and preparing and giving, as necessary, testimony.
- Provide written and oral reports to the Agency's Legislative Committee and Board of Directors, as requested, and on a more often to the General Manager, on key issues, regulatory actions and hearings, grants efforts, and legislative committee activity during the legislative session. These reports will include state budget actions of interest to the Agency.



- Maintain ongoing liaison with the Agency's state legislative delegation to keep delegation members advised of the Agency's position on legislation, issues and where appropriate, generate support for all high priority issues.
- Maintain ongoing working relationships and provide communication with key legislative, policy committee and administration staff members.

#### *Support Agency Officials Traveling on Agency Business*

- Schedule meetings for Agency officials with key members of the Legislature and their staff, state agencies and other key stakeholders during visits to Sacramento or other parts of the state. We will attend meetings in Sacramento and, upon request by the Agency, attend meetings in other parts of the state. This task will include assisting Agency staff to facilitate the efficient and effective conduct of business in Sacramento by providing logistical support, including access to office space.
- Request opportunities for Agency officials to provide testimony to the Legislature's committees and agency regulatory hearings, focusing on opportunities to participate in interim and informational hearings.

#### *Proposed Cost of Services*

Reeb Government Relations proposes a total cost of \$120,000 for the scope of work to be provided under a July 1, 2023 to June 30, 2024, 12-month contract. The proposed total cost constitutes a not-to-exceed dollar limit and is proposed to be payable in monthly increments of \$10,000. Travel and other incidental costs, upon prior approval by the District, would be invoiced at cost and supported by expenditure documentation.

The proposed cost of services represents a 5.2 percent increase over the initial contract in 2020.

**EXHIBIT B**  
**RATE OF COMPENSATION**