

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 **Yolo County Resource Conservation District**, hereinafter referred to as "Contractor."

The Agency requires services for **Westside IRWM Coordination Committee**; 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 **Yolo Resource Conservation District – Westside IRWM Coordination Committee** 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 \$80,000** 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.

(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**

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 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

Yolo Resource Conservation District
221 West Court Street, Suite 1
Woodland, CA 95695

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

Yolo County Resource Conservation District

By: _____
Chris Lee
General Manager

By: _____
Heather Nichols
Executive Director

FOR SCWA USE ONLY

Contract Period: 7/1/2023 to 6/30/2024
File Number: AG-Y-1
Account Manager: Drew Gantner
G/L Account #: 6140AC - 1713
Job Cost #: \$80,0000
Contract Type: Professional Services

EXHIBIT A

SCOPE OF SERVICES



Yolo County Resource Conservation District

221 West Court Street, Suite 1
Woodland, CA 95695

phone: (530) 661-1688
www.yolorcd.org

Proposal for Assistance in Administering the Westside Sacramento IRWMP Fiscal Year 2023-24

The Yolo County Resource Conservation District (RCD) proposes to continue to provide executive level management services to the Coordinating Committee (CC) in administering the Westside Sac Integrated Regional Water Management Plan (IRWMP). These services will be provided in the following generally-described ways. Flexibility as to the changing needs of the CC is understood.

Proposed Scope of Work

Task 1. Meeting Facilitation and Support

RCD Program Manager (PM) Kate Reza will assist the IRWM CC Chair with development of Regular Meeting agendas and packet materials, including recommending topics or presentations; projecting topic timing according to governance requirements, grant offerings, Small Grant Program timeline, reports from subcontractors, IRWM Plan tasks (i.e. project updates) and other time-sensitive activities; soliciting topics from other CC members; developing the annual schedule of Regular meetings, coordinating special meeting dates, times and locations; coordinating teleconference meetings as necessary; communicating and coordinating with presenters; supporting and managing the meetings so that they are organized and productive; taking minutes, transcribing minutes and distributing them within two weeks for post-meeting review; and completing meeting follow-up activities as requested. We estimate:

- Facilitate and support six Regular CC meetings. Typical meeting duration is two hours plus round-trip travel time (if in-person meetings resume). Meeting location rotation in 2023-24 calls for 2 meetings each in Solano and Yolo Counties, and 1 each in Napa and Lake Counties.
- Facilitate and support up to two Special meetings or other meetings as needed. These may be by phone, video or in person.
- Provide organizational support such as Brown Act compliance information, governance document development, information from outside professional training, development of organizational culture, networking through the Roundtable of Regions, with other IRWM Regions, other RCDs and/or the PM's existing contacts and partnerships.
- Provide reports to the CC at regular meetings on the funding status of the RCD contract; support regular development of Westside funding status reports by Solano County Water Agency.
- Submit Invoices for work completed on a monthly basis to the CC Chair for review and approval; once approved, submit to Solano County Water Agency for payment.



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Task 2. Public Outreach

The RCD PM will support all outreach efforts by the Westside Sac IRWM Coordinating Committee as follows:

- Generate materials, information, articles and design/layout for the Westside's annual report as pdf files; distribute to the Westside distribution list; provide to Solano County Water Agency for placement on website and to CC members for local and regional distribution; arrange for printed copies as requested.
- Communicate with all Westside Project Proponents and parties interested in meeting announcements about Westside activities, events, special announcements, timely grant opportunities and other information as it develops.
- Report on activities and accomplishments of the Westside as opportunities arise to local and regional municipalities, county governments, water/reclamation districts and related associations and others.

3. Data Management

The PM will inform, support and track CC success in implementing the Westside Sac IRWMP through the following.

- Tracking Projects (This is considered a "living document"):
 - Work with existing or new project proponents to review and revise Project Information Forms to ensure consistency with Westside IRWM Plan Goals and Objectives; place new projects on the agenda for approval and acceptance into the Plan.
 - Work with proponents of new Stormwater Resources Plan (SWRP) projects or Project Addenda, since its recent appendment to the IRWM Plan, to ensure the same consistency as above.
 - Designate Project numbers and update the IRWM Plan master project list as new projects are accepted into the IRWM Plan or the SWRP by the CC.
 - Contact all project proponents periodically as directed by the CC to get updates on project status. Provide tracking sheet to Solano County Water Agency for the Westside website. Use project status updates to develop portions of the Annual Report.
- Tracking Objectives (This is considered a "living document"): Track regional progress toward implementing IRWMP Objectives through updates on project progress and/or completion. Many Objectives may never be fully completed, though actual projects may be completed and contribute to Objective and Plan fulfillment. Tracking may include both IRWMP-listed projects and those not listed in the Plan. Information on projects not listed in the Plan will be obtained through CC members and the SPMs contacts and networks throughout the Westside region.
- Tracking Funding Opportunities: Develop and maintain an Excel spreadsheet document that organizes up-to-date funding opportunities from a wide range of State and Federal agencies, foundations, non-profits and other sources. Distribute this to Project Proponents and provide to Solano County Water Agency for placement on the Westside's website.

4. Other Duties as needed

As the activity level of the Coordinating Committee increases and programs expand, provide support as needed to maintain a thriving organization. Current and ongoing examples include:

- Coordinating and communicating with the DWR DACI grant team regarding community water system needs, workshops for DAC water purveyors and other grant activities.
- Work with EPA Brownfield Grant Project Manager on additional Brownfield activities.
- Interact with the IRWM Roundtable of Regions on topics and actions of statewide importance to the continuation and success of IRWM as a program.
- Communication with DWR liaisons and transition to new representatives
- Tracking transition of Yolo County Watershed Resources Association to Yolo Subbasin Groundwater Agency and ensuring charter requirements are met.

**EXHIBIT B
RATE OF COMPENSATION**

Proposed YCRCDC Budget - Westside Sac IRWMP Facilitation Support 2023-24							
Task	Item	Qty	Units	Unit Cost	Total Cost		
1 MEETING FACILITATION AND SUPPORT							
	Develop meeting agendas, supporting materials; meeting preparation, Facilitation/support at meetings; Prepare meeting minutes; meeting follow-up						
	Admin. Coordinator	280	hr	\$110.00	\$30,800.00		
	Labor					\$30,800.00	
	Printing			\$100.00	\$100.00		
	Certificate of Insurance			\$125.00	\$125.00		
	Office supplies			\$300.00	\$300.00		
	Computer/Software			\$600.00	\$600.00		
	Meeting Refreshments	6	mtg	\$65.00	\$390.00		
	Materials					\$1,515.00	
	Mileage rate for Vehicles ⁻¹	1007	mi	0.625	\$629.38		
	Travel					\$629.38	
Task Subtotal						\$32,944.38	
2 PUBLIC OUTREACH							
	Support all outreach efforts by IRWM CC, Annual Report						
	Admin. Coordinator	100	hr	\$110.00	\$11,000.00		
	YCRCDC Outreach Coordinator	40	hr	\$98.00	\$3,920.00		
	Labor					\$14,920.00	
	IT Support/Computer	12	mo	\$100.00	\$1,200.00		
	Materials					\$1,200.00	
Task Subtotal						\$16,120.00	
3 DATA MANAGEMENT							
	Tracking Sheet #1 - IRWM Project Progress, Tracking Sheet #2 - IRWMP Regional Progress						
	Tracking Sheet #3 - Funding Opportunities						
	Admin. Coordinator	130	hr	\$110.00	\$14,300.00		
	Labor					\$14,300.00	
Task Subtotal						\$14,300.00	
4 OTHER DUTIES AS NEEDED TO SUPPORT THE CC							
	Support the CC in Administering the Westside IRWMP						
	Admin. Coordinator	130	hr	\$110.00	\$14,300.00		
	Labor					\$14,300.00	
	Mileage rate for Vehicles ⁻²	279	mi	0.625	\$174.38		
	Travel					\$174.38	
Task Subtotal						\$14,474.38	
Subtotal						\$77,838.76	
Administration (15%)						\$527.81	
Grand Total						\$78,366.57	
	¹ 1 Round Trip (RT) Solano & Yolo 2; Napa & Lake 1						
	² 2 optional Special Meetings - 1 Napa, 1 Lake						