

Name of Project: **Education and Stewardship Program**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)

THIS AGREEMENT, effective **July 1, 2024**, 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 **Putah Creek Council**, hereinafter referred to as "Contractor."

The Agency requires services for **Education and Stewardship Program**; 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 **Education and Stewardship Program**, 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 \$342,000** 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, 2025** 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 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

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

CONTRACTOR

Phil Stevens, Executive Director
Putah Creek Council
P.O. Box 1258
Winters, CA 95694

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

Putah Creek Council

By: _____
Chris Lee
General Manager

By: _____
Phil Stevens,
Executive Director

FOR SCWA USE ONLY

Contract Period: July 1, 2024 to June 30, 2025

File Number: AG-P-4

Account Manager: C.Lee

G/L Account #: 6620 SC

Job Cost #: Creek Explorers-5040, OneCreek-5052, SLEWS-5051, Community Stewardship-5039

Contract Type: Professional Services

EXHIBIT A

SCOPE OF SERVICES

Scope of Work

SCWA requires continued assistance with public education and stewardship programming within our source watersheds.

Creek Explorers

SCWA requires continued assistance with providing programming for education about the Putah Creek bioregion and watersheds.

SLEWS

SCWA requires continued assistance with providing student education and watershed stewardship including restoration activities to enhance learning and leadership skills.

OneCreek

SCWA requires continued assistance with providing hands-on restoration internship opportunities within our source watersheds.

Community Stewardship

SCWA requires continued assistance with providing community stewardship events to promote restoration of the Putah Creek Watershed.

Deliverables

Creek Explorers

- Summer Library Series
 - 30 classes-one-hour direct contact each week for six weeks
- Fall to Spring Classroom Series
 - One-hour direct contact each week for three weeks
- Creek Explorers at Lake Solano
 - Direct contact, project based outdoor education designed for Scout troops, 4-H clubs, homeschool groups, and similar organizations
- Creek Explorers on the Go
 - Activity backpacks-backpack to be available for check out at each Solano and Yolo libraries

SLEWS

- Year-long-projects (based on Center for Land-Based Learning)
 - Students visit project site three times
 - Three different Solano High Schools
 - Introduce students to careers in Agriculture, Education, and Natural Resources

OneCreek

- OneCreek internships will be offered four times a year
- Each quarter-plant propagation will occur at lower Putah Creek Restoration sites
- Provide exposure to a variety of restoration sites and practices

Community Stewardship

- Host community stewardship events one to two times a week
- Provide exposure to a variety of restoration sites and practices
 - Creek Cleanups- four times a year

EXHIBIT B
RATE OF COMPENSATION

**Proposal to Solano County Water Agency for
Education and Stewardship Program Funding
for Fiscal Year 2024/25**

Putah Creek Council (PCC) proposes to provide education and stewardship programming to residents of Solano and Yolo Counties for a one-year period commencing July 1, 2024 and ending June 30, 2025. Total cost is \$342,000.

Since the signing of the Putah Creek Accord in 2000, PCC has been partnering with Solano County Water Agency (SCWA) to provide education and stewardship activities for children and adults in the Putah Creek watershed. Our programs are creative, flexible, and based in science.

In 2024-25, we will offer a four-part education program that will reach all ages from pre-Kindergarten to adults. Over the years PCC has progressively refined our education program offerings to ensure that we bring high-quality, high-touch environmental and water education to children and youth, and cutting-edge science education to adults. We also strive to ensure that our offerings do not overlap with other educational programs that are supported by SCWA.

In addition, we will continue our long tradition of community stewardship days, through which the public are able to connect directly with nature while helping tend and maintain wild spaces along Putah Creek and on SCWA properties elsewhere.

We propose to use SCWA funding for two segments of our education program (Creek Explorers and OneCreek), as well as for our community stewardship program. Each of these is described in more detail below.

Creek Explorers

The Creek Explorers program provides opportunities for Solano and Yolo County youth and their families to learn more about the Putah Creek bioregion, including the native flora and fauna that make up the rich biodiversity of the watershed.

Through hands-on, project-based learning using multiple senses, youth are encouraged to explore environmental issues, engage in problem solving, and view the natural world in a new way. The ultimate goal of each Creek Explorers' experience is to create a deeper appreciation and understanding of our connection to Putah Creek fostering a love of local landscapes that translates to future stewardship and conservation efforts.

Summer Library Series

One hour of direct contact, project-based learning each week for six consecutive weeks throughout June-July and facilitated at five different library locations in the summer (30 total classes)

Putah Creek topics/themes include

- Wildlife (native, invasive, keystone species, etc.)
- Pollinators & Insects (endemic species, habitat support and restoration, etc.)
- Native & Invasive Plants (identification, ecological restoration, etc.)
- Art inspired by nature (nature journaling, plein air painting, etc.)
- Outdoor Adventures (exploring recreational opportunities, basics, etc.)

Fall to Spring Classroom Series

One hour of direct contact, project-based learning each week for three consecutive weeks throughout the school year and facilitated at eight school locations throughout Solano and Yolo counties.

Scheduled by request with teachers and school districts.

Putah Creek topics/themes include

- Wildlife (native, invasive, keystone species, etc.)
- Pollinators & Insects (endemic species, habitat support and restoration, etc.)
- Native & Invasive Plants (identification, ecological restoration, etc.)
- Art inspired by nature (nature journaling, plein air painting, etc.)
- Outdoor Adventures (exploring recreational opportunities, basics, etc.)

Creek Explorers @ Lake Solano Park

Direct contact, project-based outdoor education/recreation especially designed for Scout troops, 4-H Clubs, homeschool groups, and similar organizations. Individual sessions will include a pre-visit to a club/troop/group meeting followed by a hands-on outdoor experience in the park. This program will be offered throughout the year and scheduled by request. The goal is to facilitate at least six programs per year.

Session 1: Water Detectives (water critter investigations & water quality testing)

Session 2: Plant-a-palooza (native & invasive plant identification, stewardship)

Session 3: Creature Feature (wildlife observation, tracking, habitat conservation)

Session 4: Crafts by the Creek (nature journaling & natural object paintings/sculptures)

Additional topics/themes may include...

- Pollinators & Insects (ID - Create Habitat)
- Outdoor Adventures (Exploring Recreational Opportunities - Hiking, Birding, Fishing)

Creek Explorers on-the-go!

Activity Backpacks

- One backpack will be available for check-out at each Solano (nine locations) and Yolo (10 locations) library and will include: binoculars, hand-lens, compass, insect-view jars, tweezers, nature journals, pencils, plant & bird ID cards, nature books and games.
 - Topics/themes can be changed out seasonally
 - Items/activities can be replenished with each check-out, such as the nature journals, and other items can be changed out or replaced if lost or damaged

OneCreek

The OneCreek restoration internship program provides opportunities for adults (college age and older) to engage in hands-on restoration activity. One of our perennially most popular programs, we typically receive three to four times as many applications as we have spaces available for a given season.

Beginning in 2023-24, PCC began offering the OneCreek program four times a year (winter, spring, summer, fall). Each quarter, PCC coordinates eight plant propagation events at our Putah Creek Natives nursery and eight watershed protection or restoration events in the Lower Putah Creek region offered jointly with partner agencies. In past years, One Creek interns have installed native plants at habitat restoration sites, checked and repaired irrigation systems, removed invasive plants, built trails, and designed and installed native plant identification and interpretive markers, among other tasks.

The students are paid minimum wage (currently \$16.00/hour) for 84 hours for participation and work at the native plant nursery and stewardship events.

One Creek internships are designed to:

- Give interns exposure to a variety of restoration sites and practices
- Introduce interns to our restoration partners and model partnership-building
- Foster a sense of belonging to something bigger with a larger impact in the watershed
- Expand our interns' knowledge of academic programs in watershed restoration and introduce them to a network of academic and professional restorationists, and
- Provide leadership experience for some of our interns

These internships help cultivate the next generation of creek and watershed stewards. One Creek internships provide a great door to the field of watershed/ environmental restoration. Several former interns have returned in subsequent years and taken on leadership roles. Other One Creek interns have gone on to major in environmental science in college, volunteer for our year-round Putah Creek Stewardship Team to receive additional training and experience, or secured paid positions with UCD, SCWA, or other watershed and restoration organizations.

Community Stewardship

PCC's community stewardship work days are a way for people of all ages to get up close and personal with nature, and to help care for the creek and its streamside habitats.

Weekly workdays

Putah Creek Council hosts community volunteer stewardship events one to two times per week, including one almost every weekend. These events invite community members of all ages and experience to participate in caring for and continuing the restoration of sites throughout the lower Putah Creek watershed. Events include native plantings and site maintenance, such as caging trees, weeding, creek clean-ups, and mulching.

At each event, volunteers are given an oral background of PCC, the Putah Creek Accord, and the history and importance of the site. SCWA funding support is always acknowledged. If partners are involved, they are given the opportunity to educate volunteers on their history and project involvement as well.

Community members who volunteer at stewardship events are taught various planting, restoration, and conservation skills. They are also given the unique opportunity to be involved in and see the progression and transformation of restoration sites in their community.

Creek cleanups

PCC has been leading cleanup events on Putah Creek since 1988. Every year, Council volunteers turn out in droves to remove illegally dumped items and trash from Putah Creek. Our creek cleanup events bring out more volunteers to the creek than any other project and they are a beloved part of what the community does to care for the creek.

PCC now leads creek cleanups four times each year, in January, April, July, and September. The fall cleanup is our most popular and well-attended volunteer event of the year. Held on the third Saturday in September, in conjunction with Coastal Cleanup Day, our fall cleanups regularly attract well over 100 volunteers of different backgrounds, interests, and communities, to work together in an efficient group effort that benefits fish and wildlife and the environment.

Our spring cleanup is on or around Earth Day in late April. This event has come to rival in size and scope Coastal Cleanup Day in terms of volunteer participation and number of sites addressed. The January and July events tend to be smaller and focus primarily on Winters Putah Creek Nature Park.

Putah Creek Council				
Program Budget 2024-25				
Creek Explorers				
Staff	Hours	Rate	Total	
Education program manager	900	\$ 85.00	\$ 76,500	
Office manager	50	\$ 72.00	\$ 3,600	
PCC Staff time total			\$ 80,100	
Supplies and materials			\$ 17,600	
Creek Explorers program total			\$ 97,700	
OneCreek				
Staff	Hours	Rate	Total	
Education program manager	300	\$ 85.00	\$ 25,500	
Executive Director	600	\$ 95.00	\$ 57,000	
Office manager	50	\$ 72.00	\$ 3,600	
OneCreek interns	2240	\$ 25.00	\$ 56,000	
PCC Staff time total			\$ 142,100	
Supplies and materials			\$ 2,500	
OneCreek program total			\$ 144,600	
Community Stewardship				
Staff	Hours	Rate	Total	
Stewardship coordinator	1300	\$ 72.00	\$ 93,600	
Office manager	50	\$ 72.00	\$ 3,600	
PCC Staff time total			\$ 97,200	
Supplies and materials			\$ 2,500	
Community Stewardship program total			\$ 99,700	
2024-25 Total			\$ 342,000	