

Name of Project: **Solano Water Education Program & Video Contest**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Standard Contract)

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

The Agency requires services for **Solano Water Education Program & Video Contest**; 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 **Solano Water Education Program & Video Contest**, 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 \$443,456.55** 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 the 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, and 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 the 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, 2027**, 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 from Solano County Water Agency's sole negligence or willful acts.

8. **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 subcontractors. 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** – 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 Solano County Water 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:** The 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 may 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.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the Solano County Water Agency, its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Safety: In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply.

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

Chris Rose, Executive Director Solano
Resource Conservation District
1170 N. Lincoln St., Suite 110
Dixon, Ca, 95620

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: _____
Chris Rose
Executive Director

FOR SCWA USE ONLY

Contract Period: 7/1/24 to 6/30/27
File Number: _____
Account Manager: Drew Gantner
G/L Account #: 6551AC
Job Cost #: 2015, 2033
Contract Type: Professional Services

EXHIBIT A

SCOPE OF SERVICES

Scope of Work

SCWA requires assistance for the Solano Water Education Program and Video Contest. Funding partners are the Cities of Vacaville, Fairfield, Suisun City, and Benicia, and the Fairfield-Suisun Sewer District, and Solano Irrigation District (Funding Partners). These programs provide students with locally relevant water education. Teachers are also offered a variety of resources on water, drought, and water conservation.

Solano County Water Resources Lessons

SCWA and Funding Partners require water lessons, for grade levels K-12, highlighting water conservation and Solano County drinking water sources. Lessons will include hands-on activities and various water-related mapping activities.

Solano Institute for Teachers

SCWA and Funding Partners require training to teachers for Solano County specific curriculum incorporating Project WET (Water Education Foundation Program). Project WET incorporates locally relevant water education training for K-12 teachers and emphasizes the use of next generation science standards.

Dunnel Nature Center/Local Park Field Trips

SCWA and Funding Partners require water-related curriculum in an outdoor setting for grade levels 2-5. Curriculum will include outdoor, hands-on activities through various water related stations.

Solano County School Water Education Video Contest

SCWA and Funding Partners require locally relevant and meaningful water education materials, including a video contest which focuses on water conservation.

Deliverables

Solano County Resources Curriculum

Test Your Tap Lesson and Lab Curriculum

Project WET Curriculum

Dunnel Nature Park Curriculum

SWEP Reports

Solano County Water Education Video Contest

EXHIBIT B

RATE OF COMPENSATION

Solano Resource Conservation District- School Water Education Program

FY 2024-2025 - FY 2026-2027

FY 2024-2025 FY 2025-2026 FY 2026-2027

*Yearly increase 8% staff/labor & 10% supplies/non-personal expenses

Program Expenses

SWEP/ Video Contest Administration	\$ 57,503.00	\$ 62,103.24	\$ 67,071.50
Project Planning & Implementation	\$ 32,560.75	\$ 35,165.61	\$ 37,978.86
SWEP Field Trip - Dunnell Nature Center	\$ 12,088.91	\$ 13,056.02	\$ 14,100.50
SWEP Non-Personal Expenses	\$ 10,785.00	\$ 11,863.50	\$ 13,049.85
Video Contest: Project design, planning & management	\$ 5,965.00	\$ 6,442.20	\$ 6,957.58
Video Contest: Implementation, Judging & Reward Ceremonies	\$ 10,093.50	\$ 10,900.98	\$ 11,773.06
Video Contest: Non-Personal Expenses	\$ 7,250.00	\$ 7,975.00	\$ 8,772.50

TOTAL PROGRAM COST	\$ 136,246.16	\$ 147,506.55	\$ 159,703.84
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Total 3-year SCWA commitment	\$443,456.55
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Student Education	
FY 2024-2025	4000
FY 2025-2026	4000
FY 2025-2026	4000
TOTAL	12000



School Water Education Program
Scope of Work
FY 2024/2025 – FY 2026/2027

Solano Resource Conservation District

Program Funding

Program funding is provided by Solano County Water Agencies with support from the cities of Vacaville, Fairfield, Suisun City and Benicia, and the Fairfield-Suisun Sewer District.

Program Period

September - June

Goals and Objectives

Provide Solano County students with locally relevant, meaningful water education.

- A. Work with county funding sources to develop, manage, and implement the *School Water Education Program*, available to all K-12 classes in the county.
- B. Offer water education to students and teachers on Solano County's drinking water sources, drought, and water efficiency.
- C. Provide programming to help students and teachers develop an awareness of stormwater pollution and how to maintain the health of our local waterways.
- D. Work with Solano County Water Agency to organize, manage, and implement the *Solano County School Water Education Video Contest* that focuses on water conservation, available to middle and high school classes.

Program Deliverables

- **Solano County Water Resources Lessons**
 - In-class lesson that can be modified for grade levels K-12.
 - Water lesson highlighting water conservation and Solano County drinking water sources.
 - For younger audiences: demonstration with a hands-on, three-dimensional Enviroscape model to observe stormwater and non-point source pollution at a watershed level, coupled with a Solano County watershed mapping activity.
 - For older audiences: statewide mapping activity on California water, highlighting the fact that populations are not concentrated where the water falls and that climate in California is extremely variable.
 - Following the lesson, teachers receive a student water conservation challenge sheet. This worksheet allows students to keep track of how much water they use on a daily basis, highlighting the areas where students have the greatest opportunities to reduce water use.
- **'Test Your Tap' Lesson and Lab**
 - Two-day, in-class lesson geared toward students in grade levels 5-12.
 - Students learn about the benefits of tap water in this two-day lesson and lab activity where they see firsthand the interconnection of all water users and how those uses can impact the quantity and quality of our water.
- **Teacher Training - Annual event held in August**
 - The Solano Water Institute for Teachers provides a comprehensive multi-day teacher training for twenty-five K-12 teachers. Participants take part in an intensive three days of workshops, focused

on Solano County water resources and open spaces. The training will highlight preservation of county open spaces, the region's complex water resources, and provide first-hand experiential learning that teachers can then share with their students, inspiring them to explore further on their own.

- The Solano Water Institute for Teachers provides teachers with Solano County-specific curriculum incorporating Project WET, an award-winning environmental education curriculum created by the Water Education Foundation. Project WET provides innovative, locally-relevant water education training for K-12 teachers and emphasizes the use of Next Generation Science Standards (NGSS) and California's Environmental Education Principles and Concepts.

- **Dunnell Nature Center/Local Park Field Trips**

- Deliver water-related curriculum in an outdoor setting for grade levels 2-5.
- Students participate in outdoor, hands-on activities while rotating through stations. They explore Solano County water sources to learn about stormwater pollution, plus experience a creek-side nature hike. The field trip focuses on:
 - The path water takes from the highest points in the watershed and out to the ocean.
 - Impacts of trash, oil, and animal waste on stormwater.
 - Impacts of drought on our native flora and fauna.
 - Behaviors to lessen students' impact on our local watersheds.

- **SWEP Program Report**

Assemble program reports (July-December and January-June). Reports include program data, teacher feedback, press releases, outside agency reporting on county water presentations, photographs, and other relevant program materials.

- **Video Contest**

- **Develop Theme**
- **Create Contest Materials**
 - Secure celebrity judges and create deadline schedule
 - Create promotion materials (social media, flier) and fact/application form
- **Provide County-wide Promotion**
- **Orchestrate Judging Coordination**
 - Determine which videos meet basic criteria
 - Select top 20 videos and send to Urban Water Conservation Committee (with judging form) to select top 10 videos
- **Recognition & Presentation Awards**
 - Provide prizes for students and teachers at school assemblies
 - Attend city council / board meetings for video screenings
 - Post winning videos on social media
- **Program Report**

Solano Resource Conservation District - School Water Education Program

FY 2024-2025 - FY 2026-2027

FY 2024-2025 FY 2025-2026 FY 2026-2027

*Yearly increase 8% staff/labor & 10% supplies/non-personal expenses

Program Expenses

Program Administration (includes countywide collaboration for cities reporting)	\$	57,503.00	\$	62,103.24	\$	67,071.50
Project Planning & Implementation (130+ classes)	\$	32,560.75	\$	35,165.61	\$	37,978.86
Dunnell Nature Center Field Trips	\$	12,088.91	\$	13,056.02	\$	14,100.50
Non-Personal Expenses: Mileage, Transportation, Supplies, Sub-contractor	\$	10,785.00	\$	11,863.50	\$	13,049.85
Video Contest: Project design, planning & management	\$	5,965.00	\$	6,442.20	\$	6,957.58
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