

Name of Project: **Lake Berryessa Boater Outreach Program**

## **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 **Lake Berryessa Boater Outreach 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 **Lake Berryessa Boater Outreach 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 \$322,351.37** 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

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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: \_\_\_\_\_  
Chris Rose  
Executive Director

**FOR SCWA USE ONLY**

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Contract Period: 7/1/24 to 6/30/27  
File Number: AG-S-9  
Account Manager: Drew Gantner  
G/L Account #: 6551AC  
Job Cost #: 5069  
Contract Type: Professional Services

## **EXHIBIT A SCOPE OF SERVICES**

### **Scope of Work**

The Lake Berryessa Boater Outreach Program (LBBO) is an education and outreach program promoting environmentally sound boating and visitor use practices to users of Lake Berryessa, a drinking water source for over 500,000 Solano County residents. Since 2006, the Solano Resource Conservation District has administered the now eighteen-year-old program by training and supervising approximately 80 interns using grant and local funding. Interns are responsible for conducting Dockwalker surveys in partnership with the California State Parks Division of Boating and Waterways and California Coastal Commission, issuing oil absorbent pillows (bilge pads), supporting a bilge pad exchange program, and providing one-on-one education as well as informational brochures.

As more new visitors use the lake, this water source is exposed to a greater number of pollutants, including oil and fuel, sewage, trash and other contaminants. The Lake Berryessa Boater Outreach Program helps mitigate these impacts by educating boaters and recreators on how to prevent water pollution and by providing tools, such as the absorbent pillow, to physically remove or capture potential pollutants.

### **Program Objectives**

- Reduce oil pollution in Lake Berryessa by ensuring hundreds of boaters install oil absorbents to physically remove or capture potential pollutants such as boat oil and fuel.
- Conduct one-on-one outreach and education to boaters by administering the Dockwalker survey in partnership with the CA Coastal Commission, plus stakeholder-driven custom surveys conducted with recreational users at day use areas.
- Distribute free educational resources focusing on water quality and water pollution prevention.
- Maintain a free bilge pad exchange program that enables boaters to properly dispose of contaminated oil absorbents and install a clean absorbent in their boat bilge compartment.

### **Program Deliverables**

- Hire, train, and supervise interns to carry out the goals and objectives of the program.
- Administer a minimum of 750 Dockwalker surveys between May and September each year.
- Distribute 750 free boater kits to survey participants between May and September.
- Implement Coastal Cleanup Day in September and World Environment Day in June.
- Implement “Bilgee” appearances to support visitor education and outreach efforts by connecting with visitors.
- Manage the bilge pad exchange program and distribute approximately 1000 oil absorbents between May and September.
- Provide accurate statistical and narrative seasonal summaries and a report outlining program results for stakeholders, funders, and local officials.

## EXHIBIT B

### RATE OF COMPENSATION

#### Solano Resource Conservation District - Lake Berryessa Boater Outreach 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		
<b>Program Expenses</b>			
Program Coordination & Management	\$ 31,788.00	\$ 34,331.04	\$ 37,077.52
Cleanup Event Implementation	\$ 19,890.00	\$ 21,481.20	\$ 23,199.70
Water Quality Program Implementation	\$ 69,095.50	\$ 74,623.14	\$ 80,592.99
Non-Personnel Program Expenses	\$ 15,188.00	\$ 16,706.80	\$ 18,377.48
SCWA FUNDING	\$ 95,961.50	\$ 107,142.18	\$ 119,247.69
Match FUNDING	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
<b>TOTAL PROGRAM COST</b>	<b>\$ 135,961.50</b>	<b>\$ 147,142.18</b>	<b>\$ 159,247.69</b>

Total 3-year SCWA commitment	\$322,351.37
Total 3-year MATCH commitment	\$120,000.00
Total 3-year Program Cost	\$442,351.37

Adult Education	
FY 2024-2025	2000
FY 2025-2026	2000
FY 2025-2026	2000
<b>TOTAL</b>	<b>6000</b>



**Lake Berryessa Boater Outreach Program**  
**Scope of Work**  
***FY 2024/2025 – FY 2026/2027***

**Solano Resource Conservation District**

**Program Funding**

Program funding is provided by Solano County Water Agency with support from Napa County, Solano County and Cities of Vallejo, Benicia, Fairfield, Suisun City, Rio Vista and Vacaville, Napa County Flood Control & Water Conservation District, CalRecycle, Anheuser-Busch, and MCE.

**Program Period**

May-September (annually)

**Program Overview**

The Lake Berryessa Boater Outreach Program (LBBO) is an education and outreach program promoting environmentally sound boating and visitor use practices to users of Lake Berryessa, a drinking water source for over 500,000 Solano County residents. Since 2006, the Solano Resource Conservation District has administered the now eighteen-year-old program by training and supervising approximately 80 interns using grant and local funding. Interns are responsible for conducting Dockwalker surveys in partnership with the California State Parks Division of Boating and Waterways and California Coastal Commission, issuing oil absorbent pillows (bilge pads), supporting a bilge pad exchange program, and providing one-on-one education as well as informational brochures. Since 2008, nearly 80,000 lake users have been educated on clean boating and recreation practices and over 12,500 bilge pads have been installed in boat engine compartments.

As more new visitors use the lake, this water source is exposed to a greater number of pollutants, including oil and fuel, sewage, trash and other contaminants. The Lake Berryessa Boater Outreach Program helps mitigate these impacts by educating boaters and recreators on how to prevent water pollution and by providing tools, such as the absorbent pillow, to physically remove or capture potential pollutants.

**Program Objectives**

- Reduce oil pollution in Lake Berryessa by ensuring hundreds of boaters install oil absorbents to physically remove or capture potential pollutants such as boat oil and fuel;
- Conduct one-on-one outreach and education to boaters by administering the Dockwalker survey in partnership with the CA Coastal Commission, plus stakeholder-driven custom surveys conducted with recreational users at day use areas;
- Distribute free educational resources focusing on water quality and water pollution prevention;
- Maintain a free bilge pad exchange program that enables boaters to properly dispose of contaminated oil absorbents and install a clean absorbent in their boat bilge compartment.



## **Program Deliverables**

### **Hire, train, and supervise several interns to carry out the goals and objectives of the program.**

Interns will be responsible for conducting one-on-one outreach; administering surveys; analyzing, recording, and publishing survey data; maintaining bilge pad exchange containers and tracking bilge pad usage; inventorying and maintaining program supplies and equipment; and attending trainings and meetings.

### **Administer a minimum of 750 Dockwalker surveys between May and September each year.**

Interns rotate sites and conduct surveys at Lake Berryessa's boat launches (Markley Cove Resort, Steele Canyon Resort, Capell Cove, Pleasure Cove, Spanish Flat, and Putah Canyon) as well as the Oak Shores Day Use area.

**Distribute 750 free boater kits to survey participants between May and September.** Boater kits are provided at no cost to the program by the California State Parks Division of Boating and Waterways and California Coastal Commission and include an oil absorbent pillow, oil absorbent pad, fuel bib, and clean and safe boating educational resources ("Environmental Boating Laws Every Recreational Boater Should Know," the "ABC's of CA Boating" Laws, "When Nature Calls", and a tide book).

### **Implement Coastal Cleanup Day in September and World Environment Day in June.**

Provide event opportunities for volunteers to participate in clean-up events at Lake Berryessa.

**Implement "Bilgee" appearances to support visitor education and outreach efforts by connecting with visitors.** "Bilgee" is a costumed bilge pad mascot whose function is to provoke interest and curiosity with Lake Berryessa users and engage them in one-on-one education.

**Manage the bilge pad exchange program and distribute approximately 1000 oil absorbents between May and September.** Oil absorbent dispensers and used bilge pad collection bins are available to boaters near the boat launches at no cost to visitors, courtesy of Napa County. Operating on a self-service basis, boaters may obtain a bilge pad for the first time or exchange a used pad for a new one to prevent oil from leaking from their engine into the water. (One gallon of oil contaminates a million gallons of drinking water.)

**Provide accurate statistical and narrative seasonal summaries and a report outlining program results for stakeholders, funders and local officials.** During the season, interns write weekend summaries and post them on Solano RCD boater outreach website. At the termination of each season, interns analyze survey data and report on program goals, objectives, and deliverables. Interns write a report and present their data to local funding agencies and partners.

# Solano Resource Conservation District - Lake Berryessa Boater Outreach 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

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Total 3-year Program Cost	\$442,351.37
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### Adult Education

FY 2024-2025	2000
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FY 2025-2026	2000
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FY 2025-2026	2000
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<b>TOTAL</b>	6000
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