

AGREEMENT FOR SERVICES
between the
NORTHWEST CALIFORNIA RESOURCE CONSERVATION &
DEVELOPMENT COUNCIL and
WATERSHED RESEARCH AND TRAINING CENTER

Relative to: Trinity River Water Reliability and Drought Resiliency Project (Grant No. 11484)

This agreement, by and between the Northwest California Resource Conservation & Development Council, herein called "Council"; and Watershed Research and Training Center, herein called "Consultant", shall be effective as of February 14, 2017 until October 31, 2019.

- I. Council is executing a project to identify interested and suitable landowners to participate in improving their water diversions to reduce and minimize adverse impacts on instream habitat and wildlife. Consultant agrees to assist the Council with executing this project within the target watershed in the South Fork of the Trinity River - specifically the East Fork Hayfork Creek watershed. This shall consist of outreach to landowners in that watershed to identify suitable participants, assistance with developing project designs for those landowners, drafting permitting for selected projects, and assistance with implementation of selected projects as described in Exhibit A.

- II. Council agrees to pay Consultant for actual labor and services performed up to a maximum of \$13,285 based on the Project Budget and at the rates provided in Exhibit B.

In order to receive disbursement of grant funds, Consultant shall submit to Council monthly invoices for payment that document time spent – including a total amount of hours and salary rate per person, work done, and eligible expenses incurred shall be prepared for whole months within the effective dates of the agreement. If the agreement effective date does not fall on the first day of a month and/or if the agreement termination date does not fall on the last day of a month, then the first and/or last invoice(s) may not span whole months for this reason. The Council fiscal year begins on July 1st of each year and ends the following June 30th. Invoice periods shall not span more than one Council fiscal year. Invoices shall be sent to the Council within 10 business days following the end of the invoice period to the following address:

Northwest CA Resource Conservation & Development Council
Attn: Sandra Pérez, 5C Program
PO Box 2571
Weaverville, CA 96093

Invoices must be accompanied by itemized receipts as described in Exhibit B. The primary page(s) of the Invoice, which lists a summary of charges, shall include the period of time spanned by the Invoice as well as the project name. Council shall retain

10 percent of each payment, which shall be due upon completion or termination of this agreement.

Council agrees to pay Consultant within 45 days of receipt of an Invoice that is completed in accordance with the above requirements. Notwithstanding any other provision herein, payment may be delayed, without penalty for any period in which the State or Federal Government or other funding entity has delayed distribution of funds that are intended to be used by the Council for funding payment to Consultant.

Payments and correspondence shall be sent to Consultant using the following contact information:

Watershed Research and Training Center
Attn: Josh Smith
P.O. Box 356
Hayfork, CA 96041
(530) 628-4206
josh@thewatershedcenter.com

- III. Consultant shall maintain a minimum of \$1 Million commercial general liability insurance or its equivalent on which the Council is named as an Additionally Insured. Where the services to be provided under this contract involve or require the use of any type of vehicle by Consultant in order to perform said services, Consultant shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000 per accident for bodily injury and property damage. Said policies shall remain in force through the life of this Contract. Consultant shall provide 30 day advance notice to Council of any termination or reduction in coverage.

The Certificate Holder and Additional Insured should read as follows:

Northwest California Resource Conservation & Development Council
PO Box 2183
Weaverville, CA 96093-2183

The insurer shall supply both Certificates of Insurance and endorsements signed by the insurer evidencing such insurance to Council.

- IV. Consultant shall provide Council with a completed W-9 Request for Taxpayer Identification Number and Certification.
- V. Consultant shall retain all financial accounts, timecards, documents, and records, herein collectively "records", relating to this agreement. The records shall include evidence sufficient to substantiate all expenses related to work under this agreement. Consultant shall retain the records for a minimum of seven years following final payment from Council for work under this agreement. Council may review, obtain, and copy all records. Consultant shall provide Council and any other duly authorized local, state, or federal agencies access to the Consultant's records upon reasonable notice

during normal business hours. All examinations and inspections conducted under this section shall be strictly confined to those matters connected with the performance of this agreement.

VI. Termination:

- A. Either party may terminate this agreement by providing a 30-day written notice to the other party. If Consultant fails to adequately perform its obligations hereunder, or otherwise fails to comply with any term or condition of this Agreement or violates any ordinance, regulation, or other law applicable to its performance herein, Council may terminate this Agreement immediately, upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- B. Council's obligation under this Agreement is contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, Council shall, at its sole discretion, determine whether this Agreement shall be terminated. Council shall provide Consultant seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

VII. It is mutually agreed that:

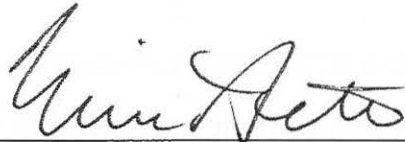
- A. This agreement will be effective until October 31, 2019. However, no work may be performed or costs incurred before all insurance and other requirements outlined in this agreement have been met. If any insurance or other requirements lapse during the course of this agreement, then work shall immediately cease and may not resume until those requirements are satisfied.
- B. All information material related to this Agreement shall receive approval from the Council prior to being used as advertising or released to the media. .
- C. In the performance of this Agreement, Consultant may receive confidential information. Consultant hereby agrees to protect all such confidential information in conformance with any and all applicable local, state, and federal laws and regulations.
- D. The Council will retain ownership and right of use of product(s) manufactured under this agreement. Any and all documents, information, computer disk, and reports concerning the work completed under this Agreement prepared by and/or submitted to the Consultant, shall be the property of the Council. The Consultant may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Agreement, for any reason whatsoever, Consultant shall promptly turn over all information, writing, computer disk, and documents to Council without exception or reservation. Consultant shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide Council with said disk.
- E. The Council, its officers, agents, and employees, shall not be liable or responsible for any injury or damage to persons or property resulting from the operations or activities of the Consultant or its employees while engaged in complying with any of the terms of this agreement. Consultant agrees to indemnify and hold harmless the Council and its officers, agents, and employees, from and against all claims

and liability for damage or injury to persons or property resulting from the activities of the Consultant and their employees.

- F. Consultant agrees to comply with any and all applicable local, state, and federal laws and regulations, in performance of its obligations hereunder.
 - G. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provisions shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
 - H. If a dispute arises involving the interpretation, implementation or enforcement of this Agreement, the parties shall meet, in person and in good faith, to make every reasonable attempt to resolve the problem within thirty (30) days of discovering a material dispute. The parties agree that informal dispute resolution, including mediation, should an in-person meeting prove unsuccessful, shall be attempted prior to seeking recourse from the courts.
 - I. If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement from being performed, the prevailing party in said action or proceeding shall be entitled to recover court costs and reasonable attorney's fees, including the reasonable value of services to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if applicable. As used herein, the "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgement is rendered.
 - J. Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.
 - K. Consultant agrees that Council and its affiliates have the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor Consultants records, programs or procedures, at any time, as well as access any work sites, or other areas associated with the Project, in order to ensure compliance with the terms and conditions of this Agreement.
- VIII. The Northwest California RC&D Council prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, gender identity or expression, genetic information, political beliefs, military or veteran status, reprisal, or because all or a part of an individual's income is derived from any public assistance program. To file a complaint of discrimination write to Northwest California RC&D Council, PO Box 2183, Weaverville, CA 96093-2183.

Consultant further assures that it will abide by the provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

IX. Attest:



Watershed Research and Training Center

5/15/17 Date



Northwest CA Resource Conservation &
Development Council

5-20-17

Date

EXHIBIT "A"

SERVICES TO BE PROVIDED BY CONSULTANT

Consultant agrees to provide all of the services outlined in the Tasks below. Consultant may not substitute personnel listed in Exhibit "B" or utilize the services of independent contractors, sub-consultants, and subcontractors to complete Project work without advance written approval from Council's Contract Representative. If such subcontractors are approved, they shall be subject to the terms of this agreement including, but not limited to, automobile insurance requirements.

SCOPE OF WORK & TASKS

Consultant is to coordinate with the Council prior to all phases of the Project. Consultant is to assist with the following tasks, as requested by the Council. Consultant is to assist in selecting a suitable watershed within the South Fork Watershed to participate in the project, as well as locating the most suitable landowners with whom to pursue implementation projects. Task deadlines are noted in parentheses:

Task 17.3.A Outreach (starting immediately after execution of agreement and to be completed no later than 6/30/2019)

Assist with outreach to identify interested and suitable landowners to participate in the project. Assist with water conservation education within the major communities with specific education for participating landowners. Assist with 2 to 3 workshops to be conducted at popular community events.

17.3.B Design (1/1/2019)

Assist with the preparation of final system design tasks including final building cost estimates and 100% Design plans that are ready to be put out to bid.

17.3.D Permitting (1/15/2019)

Assist with obtaining all necessary federal, state, and local permits. Permits may include:

1. State Water Resources Control board, Small Domestic Use (SDU) Appropriation Registration
2. California Department of Fish and Wildlife, Lake and Streambed Alteration Agreement
3. Trinity County Building Permit
4. Additional permits that may be required.

17.4 Construction/Implementation (9/15/2019)

17.4.A Construction Contracting: Assist with activities necessary to secure a contractor and award the contract.

17.4.B Construction Administration: Assist with review of contractor submittals, answer requests for information, and issue work directives. Assist with construction observation.

17.4.C Construction Implementation: Assist with Construction activities which may include, but are not limited to the following:

1. Mobilization and Site Preparation
2. Project Construction
3. Project Close Out

ADDITIONAL SERVICES

The Council may desire services to be performed which are relevant to this Agreement or services but have not been included in the Scope of Work listed above and Consultant agrees to perform said services upon the written request of Council Contract Representative. These additional services could include, but are not limited to, any of the following:

1. Serving as an expert witness for the Council or 5C Member Counties in any litigation or other proceedings involving the project or services.
2. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this Agreement.

EXHIBIT "B"

COMPENSATION OR FEES TO BE PAID TO CONSULTANT

The total amount of this Agreement is not to exceed \$13,285. The Consultant will be reimbursed at the following rates for all work completed under this Agreement. Rates will remain in effect for the term of the Agreement unless modified by Amendment.

Consultant Personnel:	Hourly Rate:
Josh Smith*	\$41.70
Cindy Buxton*	\$29.28

* Benefits and any and all other associated indirect expenses are calculated into hourly rates for individuals listed above.

Travel Expenses:

Any travel shall be compensated either at the current State reimbursement rate(s), which are subject to change, or at the travel rates stipulated in the grant(s) funding the work. The current State reimbursement rates are shown below for reference only.

<u>Expense Type</u>	<u>Reimbursement Rates</u>
Mileage	\$0.535 per mile or current rate. Amount of travel is not to exceed \$1,000.

Materials & Supplies:

All materials and supplies used to build and implement the final project designs will be ordered and purchased directly by the Council. However, Council recognizes that despite extensive planning, sometimes in the course of active construction, additional materials and/or supplies may be required to complete construction work as a result of an unforeseeable condition encountered during construction. If such an unanticipated need arises and/or if minor supplies and materials were overlooked during the project planning, Consultant may request approval from Council to purchase such materials and/or supplies in order to facilitate smooth and timely implementation of construction. Itemized receipts for such approved purchases must be submitted with invoices for reimbursement.

Timeline:

Time is of the essence in this agreement.