

**DRAFT**

**Cooperative Funding Agreement for Stream Maintenance Services**

This agreement ("Agreement") is by and between **Sonoma County Water Agency** a body corporate and politic of the State of California ("Sonoma Water"), on behalf of its Flood Protection Zones, and **County of Sonoma, Human Services Department** ("HSD"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 6 (Term of Agreement).

**RECITALS**

- A. Sonoma Water owns in fee or maintains easements for several stream, creeks, and channels requiring annual maintenance to prevent flooding. Sonoma Water is scheduled to work on several priority flood control projects.
- B. In 2009, HSD and Sonoma Water partnered to lead the development and implementation of the Sonoma County Youth Ecology Corps (SCYEC). The two agencies have worked collaboratively since to provide meaningful opportunities to engage and employ young people while benefiting the community, including the development of vocational County internships through HSD's My Pathway Program .
- C. Under this Agreement, HSD will provide crews under contract with Conservation Corps North Bay, or other local youth service providers, for Sonoma Water stream maintenance projects. Sonoma Water will reimburse HSD for a portion of the cost of these services.
- D. HSD will match Sonoma Water funds with Workforce Investment and Opportunity Act funding for 50 percent of year-round crew costs. Sonoma Water may use additional crew members and pay full cost for those additional hours to HSD.
- E. Sonoma County Water Agency owns, operates, and maintains flood protection projects and provides flood protection services for the following watersheds: Laguna de Santa Rosa/Mark West Creek (Zone 1A), Petaluma River (Zone 2A), Valley of the Moon (Zone 3A), Lower Russian River (Zone 5A), North Coastal (Zones 7A), and South Coastal (Zone 8A) ("Flood Protection Zones").

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

**AGREEMENT**

**1. RECITALS**

- 1.1. The above recitals are true and correct and are incorporated herein.

## 2. **LIST OF EXHIBITS**

- 2.1. The following exhibits are attached hereto and incorporated herein:
- a. Exhibit A: Scope of Work.
  - b. Exhibit B: Authorized Expenses.

## 3. **COORDINATION**

- 3.1. Cooperation with Sonoma Water. HSD shall coordinate the work with Sonoma Water's Project Manager. Contact information and mailing addresses:

<b>Sonoma Water</b>	<b>HSD</b>
Project Manager: Chase Takajo 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: Office: 707-521-1872 Cell: 707-292-0854 Email: <a href="mailto:Chase.Takajo@scwa.ca.gov">Chase.Takajo@scwa.ca.gov</a>	Contact: Lilian Torres 2227 Capricorn Way, Suite 100 Santa Rosa, CA 95407 Phone: Office: 707-565-5677 Fax: 707-565-8515 Email: <a href="mailto:lvieyratorres@schsd.org">lvieyratorres@schsd.org</a>
<b>Remit invoices to:</b> Accounts Payable Same address as above or Email: <a href="mailto:ap_agreements@scwa.ca.gov">ap_agreements@scwa.ca.gov</a>	<b>Remit payments to:</b> Same address as above Attn: Tracy Marcum Email: <a href="mailto:tmarcum@schsd.org">tmarcum@schsd.org</a>

## 4. **FUNDING**

- 4.1. The total amount of this Agreement shall not exceed \$1,003,596.
- 4.2. The total amount payable under this Agreement by Sonoma Water to HSD shall not exceed \$1,003,596 as follows:
- a. Fiscal Year (FY) 2024/2025, \$214,982.
  - b. FY 2025/2026, \$227,756.
  - c. FY 2026/2027, \$227,756.
  - d. If Sonoma Water requires additional crew members, Sonoma Water will pay the full cost for year-round or summer work up to \$111,034 per FY.
- 4.3. HSD matching funds shall not exceed \$670,494 as follows:
- a. FY 2024/2025, \$214,982.
  - b. FY 2025/2026, \$227,756.
  - c. FY 2026/2027, \$227,756.

## 5. **HSD'S RESPONSIBILITIES**

HSD shall complete the following:

- 5.1. General. HSD agrees to perform all work in accordance with the requirements of applicable federal, state, and local laws, including all state and local orders.
- 5.2. Project Description.
  - a. Provide crews under HSD contract with Conservation Corps North Bay (CCNB), or other local youth service provider, for Sonoma Water stream maintenance projects.
  - b. Expenses authorized for funding by Sonoma Water are listed in Exhibit B (Authorized Expenses).
- 5.3. Match Funding: In each FY of the Agreement, HSD will fund half the cost of a year-round crew. See Article 4 (Funding).
- 5.4. Mutual Indemnification. Each party to this Agreement (the "Indemnifying Party") agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the other party (the "Indemnified Party"), and the Indemnified Party's supervisors, officers, agents, and employees, from and against any and all liabilities, actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including the Indemnifying Party, to the extent resulting from the Indemnifying Party's breach of any material term of this Agreement, or Indemnifying Party's negligence or willful misconduct in connection with the performance of this Agreement, but excluding liabilities, actions, claims, damages, disabilities, or expenses to the extent arising from Indemnified Party's breach of any material term of this Agreement, or Indemnified Party's negligence or willful misconduct in connection with the performance of this Agreement. The Indemnified Party shall have the right to select its legal counsel at the Indemnifying Party's expense, subject to the Indemnifying Party's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the parties hereto or their agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 5.5. Prevailing Wages.
  - a. *General*: Consultant shall pay to any worker on the job for whom prevailing wages have been established an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Sonoma Water [District] to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic

needed to execute this Agreement. Consultant shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed, in addition to all other job site notices prescribed by regulation. Copies of the prevailing wage rate of per diem wages are on file at Sonoma Water [District] and will be made available to any person upon request.

- b. *Subcontracts*: Consultant shall insert in every subcontract or other arrangement which Consultant may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code section 1775(b)(1), Consultant shall provide to each Subcontractor a copy of sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.
- c. *Compliance Monitoring and Registration*: This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g., electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code § 1771.4 (a)(3)). Consultant and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.
- d. *Compliance with Law*: In addition to the above, Consultant stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code sections 1725.5, 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8, section 16000, et seq.

- 5.6. Invoices. HSD shall bill Sonoma Water in accordance with Paragraph 5.2 with invoices that are clearly marked with "County of Sonoma, Human Services Department, Cooperative Funding Agreement for Stream Maintenance Services, Project-Activity Code F0170C018, F0251D034, or F0289D034, and TW 23/24-086."
- 5.7. Refund of Unused Funds. Following completion of work, HSD shall submit receipts and invoices to verify actual costs. If total of actual costs of authorized expenses is less than the total amount provided under this Agreement, HSD shall refund the difference to Sonoma Water within 30 calendar days of completion of work.

- 5.8. Refund Upon Cancellation. If HSD determines the work will not occur, HSD shall immediately notify Sonoma Water in writing. In such case, HSD shall refund any funding provided under this Agreement by Sonoma Water within 30 calendar days of said determination.

## **6. SONOMA WATER'S RESPONSIBILITIES**

- 6.1. Funding: See Article 4 (Funding).
- 6.2. Payments. Upon receipt of invoices, Sonoma Water will prepare a journal voucher transfer to finance Sonoma Water's share of program costs.
- 6.3. Items to be Provided. Sonoma Water logo or other identifying material, as requested by HSD.
- 6.4. Other Requirements/Responsibilities.
- a. Provide ecology curriculum and education for each summer crew (Four 1-hour lessons).
  - b. Work with HSD to coordinate the SCYEC kick-off lunch; plan and oversee the morning work.
  - c. Participate in SCYEC events as applicable (e.g., Opportunity Fair).
  - d. Provide feedback as requested for program improvement and evaluation purposes.

## **7. TERM OF AGREEMENT**

- 7.1. The term of this Agreement shall be from July 1, 2024 ("Effective Date") to June 30, 2027, unless terminated earlier in accordance with the provisions of Article 7 (Termination).

## **8. TERMINATION**

- 8.1. At any time and without cause, Sonoma Water has the right, in its sole discretion, to terminate this Agreement by giving five calendar days' written notice to HSD. In the event of such termination, Sonoma Water will pay HSD for services satisfactorily rendered to the date of termination. In addition, should HSD fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Sonoma Water may immediately terminate this Agreement by giving HSD written notice of such termination, stating the reason for termination. In the event of such termination, Sonoma Water will pay HSD for services satisfactorily rendered to the date of termination. However, Sonoma Water will deduct from such amount the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by HSD. Sonoma Water's right to terminate may be exercised by Sonoma County Water Agency's General Manager.

## 9. **ADDITIONAL REQUIREMENTS**

- 9.1. **Bottled Water.** In accordance with Sonoma County Water Agency Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.
- 9.2. **No Waiver of Breach.** The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 9.3. **Construction.** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. HSD and Sonoma Water acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. HSD and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 9.4. **No Third-Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 9.5. **Applicable Law and Forum.** This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
- 9.6. **Captions.** The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 9.7. **Merger.** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this

Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

- 9.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 9.9. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.
- 9.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF), or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 23/24-086

By: \_\_\_\_\_  
Sonoma County Water Agency  
Division Manager - Administrative  
Services

Approved as to form:

By: \_\_\_\_\_  
Adam Brand, Deputy County Counsel

**Sonoma County Water Agency**

**County of Sonoma, Human Services  
Department**

By: \_\_\_\_\_  
Grant Davis  
General Manager  
Authorized per Sonoma County Water  
Agency's Board of Directors Action on  
July 9, 2024

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# **Exhibit A**

## **Scope of Work**

### **1. TASKS**

- 1.1. Contract with Service Provider CCNB, or other local youth service provider, for youth work crew.
- 1.2. Supply SCYEC crew(s), to be supervised by Sonoma Water, to work on the following tasks:
  - a. Creek Maintenance:
    1. Vegetation trimming.
    2. Tree limbing.
    3. Debris removal.
  - b. Flood Control:
    1. Culvert clearing and cleaning.
    2. Debris and obstruction(s) removal.
  - c. Erosion Control/Bank Stabilization: Construct willow walls, willow brush mattress, erosion control fabric, and bio logs.
  - d. Native plant installation, including weed tarp and browser covers.
  - e. Invasive plant and tree removal.
  - f. Hauling, chipping, and disposal of vegetation on Sonoma Water-designated sites.
  - g. Herbicide application.
- 1.3. Provide tools and other supplies necessary to perform the work including, but not limited to, shovels, pruners, gloves, waders, and other personal protective equipment as needed.

## Exhibit B

### Authorized Expenses

Item	Estimated Cost Fiscal Year 2024/2025
HSD Senior Crew (=8 youth and crew leader)	\$11,003 per week
Circuit Rider (5 youth, lead, oversight)	\$9,293 per week
Additional crew member	\$1,247 per week
Item	Estimated Cost Fiscal Years 2025/2026, 2026/2027
HSD Senior Crew (=8 youth and crew leader)	\$11,657 per week
Circuit Rider (5 youth, lead, oversight)	\$9,845 per week
Additional crew member	\$1,321 per week