

## **DRAFT Agreement for Funding of Fisheries Biology and Field Studies Course at Casa Grande High School in Support of the Stream Maintenance Program**

This agreement (“Agreement”) is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California (“Sonoma Water”) and **United Anglers of Casa Grande, Inc.**, a non-profit California corporation (“United Anglers”). 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. In 1983, United Anglers adopted Adobe Creek to rebuild Adobe Creek’s wildlife habitat.
- B. As part of this effort, United Anglers developed the Adobe Creek Restoration Project at Casa Grande High School (Project).
- C. Under the Project, students maintain a fully functioning fish research facility and conservation hatchery and also provide maintenance on Adobe Creek. The Project aligns with Sonoma Water’s fisheries and environmental programs.
- D. As part of the Project, United Anglers conducts a fisheries biology and field studies course for students at Casa Grande High School (Program).
- E. The Program field work curriculum includes field studies and stream maintenance, such as identification and removal of invasive species, canopy development, and debris removal. Students learn about fisheries and watershed management and conduct flood control and stream maintenance activities, including vegetation maintenance, planting, and debris removal.
- F. The Program outreach curriculum includes public outreach to educate riparian landowners about debris management issues.
- G. Sonoma Water maintains easements throughout the Petaluma River watershed (Flood Control Zone 2A) for the purpose of stream, creek, and channel maintenance. Sonoma Water will benefit from the Program through student internship development, stream and vegetation maintenance activities, and instruction in fisheries biology and watershed restoration.
- H. Under this Agreement Sonoma Water is funding Program expenses in the amount of \$75,000.

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.

**2. LIST OF EXHIBITS**

2.1. The following exhibits are attached hereto and incorporated herein:

- a. Exhibit A: Scope of Work
- b. Exhibit B: Insurance Requirements
- c. Exhibit C: Items Authorized for Funding by Sonoma Water
- d. Exhibit D: Summary Report

**3. COORDINATION**

3.1. Cooperation with Sonoma Water. United Anglers shall coordinate the work with Sonoma Water’s Project Manager. Contact information and mailing addresses:

<b>Sonoma Water</b>	<b>United Anglers</b>
Project Manager: Chase Takajo 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-521-1872 Email: Chase.Takajo@scwa.ca.gov	Contact: Daniel Hubacker 333 Casa Grande Drive Petaluma, CA 94954 Phone: 707-778-4703 Email: joehub@sbcglobal.net
<b>Remit invoices to:</b> Accounts Payable Same address as above or Email: ap_agreements@scwa.ca.gov	<b>Remit payments to:</b> Same address as above

**4. UNITED ANGLERS’S RESPONSIBILITIES**

United Anglers shall complete the following:

- 4.1. General. United Anglers agrees to perform all work in accordance with the requirements of applicable federal, state, and local laws.
- 4.2. Scope of Work. United Anglers shall perform the tasks described in Exhibit A (Scope of Work).
- 4.3. Content Online Accessibility.
  - a. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
  - b. *Standards:* Those responsible for preparing content intended for use or publication on a Sonoma Water/County-managed or Sonoma Water/County-funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and

Sonoma Water's Web Site Accessibility Policy located at <http://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>.

- c. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), United Anglers shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- d. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, United Anglers shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. United Anglers agrees to cooperate with Sonoma Water staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- e. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of United Anglers. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water/County-managed or Sonoma Water/County-funded Web site does not comply with Sonoma Water Accessibility Standards, Sonoma Water will promptly inform United Anglers in writing. Upon such notice, United Anglers shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall have the right to do any or all of the following, without prejudice to Sonoma Water's right to pursue any and all other remedies at law or in equity:
  - i. Cancel any delivery or task order;
  - ii. Terminate this Agreement pursuant to the provisions of Paragraph 7; and/or
  - iii. In the case of custom Electronic and Information Technology (EIT) developed by United Anglers for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such event, United Anglers shall be liable for all expenses incurred by Sonoma Water in connection with such changes or repairs.
- f. *Sonoma Water's Rights Reserved:* Notwithstanding the foregoing, Sonoma Water may accept deliverables that are not strictly compliant with Sonoma Water Accessibility Standards if Sonoma Water, in its sole and absolute discretion, determines that acceptance of such products or services is in Sonoma Water's best interest.

- 4.4. Indemnification. United Anglers agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to indemnify, hold harmless, and release Sonoma County Water Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including United Anglers, that arise out of, pertain to, or relate to United Anglers' or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. United Anglers agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency based upon a claim relating to United Anglers' or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. United Anglers' obligations under this Paragraph 4.4 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency. Sonoma County Water Agency shall have the right to select its legal counsel at United Anglers' expense, subject to United Anglers' 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 United Anglers or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- 4.5. Insurance. With respect to performance of work under this Agreement, United Anglers shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit B (Insurance Requirements).
- 4.6. Invoices. United Anglers shall bill Sonoma Water upon execution of this Agreement with an invoice that is clearly marked with "United Anglers of Casa Grande, Inc., Agreement for Funding of Fisheries Biology and Field Studies Course at Casa Grande High School in Support of the Stream Maintenance Program, Project-Activity Code F0212C018."
- 4.7. Refund of Unused Funds. Following completion of work, United Anglers 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, United Anglers shall refund the difference to Sonoma Water within 30 calendar days of completion of work.
- 4.8. Refund Upon Cancellation. If United Anglers determines Program will not occur, United Anglers shall immediately notify Sonoma Water in writing. In such case, United Anglers shall refund any funding provided under this Agreement by Sonoma Water within 30 calendar days of said determination.

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

- 5.1. **Total.** The total amount payable under this Agreement shall not exceed \$75,000 as follows:
- a. Year 1: Not to exceed \$25,000
  - b. Year 2: Not to exceed \$25,000
  - c. Year 3: Not to exceed \$25,000
- 5.2. **Payments.**
- a. *Initial Payment:* Upon execution of this Agreement, and receipt of an invoice thereof, Sonoma Water will deposit with United Anglers \$12,500.
  - b. *Payment No. 2:* On or about December 1, 2019, upon receipt of an invoice thereof, Sonoma Water will deposit with United Anglers \$12,500.
  - c. *Payment No. 3:* On or about July 1, 2020, upon receipt of an invoice thereof, Sonoma Water will deposit with United Anglers \$12,500.
  - d. *Payment No. 4:* On or about December 1, 2020, upon receipt of an invoice thereof, Sonoma Water will deposit with United Anglers \$12,500.
  - e. *Payment No. 5:* On or about July 1, 2021, upon receipt of an invoice thereof, Sonoma Water will deposit with United Anglers \$12,500.
  - f. *Final Payment:* On or about December 1, 2021, upon receipt of an invoice thereof, Sonoma Water will deposit with United Anglers \$12,500.
- 5.3. **Items to be Provided.** Sonoma Water logo or other identifying material, as requested by United Anglers.

## **6. TERM OF AGREEMENT**

- 6.1. This Agreement shall expire on June 1, 2022, unless terminated earlier in accordance with the provisions of Article 7 (Termination).

## **7. TERMINATION**

- 7.1. 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 United Anglers. In the event of such termination, Sonoma Water will pay United Anglers for services satisfactorily rendered to the date of termination. In addition, should United Anglers 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 United Anglers written notice of such termination, stating the reason for termination. In the event of such termination, Sonoma Water will pay United Anglers 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 United Anglers. Sonoma Water's right

to terminate may be exercised by Sonoma County Water Agency's General Manager.

## **8. ADDITIONAL REQUIREMENTS**

- 8.1. 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.
- 8.2. Authority to Amend Agreement. Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by Sonoma County Water Agency's General Manager in a form approved by County Counsel.
- 8.3. 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.
- 8.4. 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. United Anglers 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. United Anglers and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 8.5. 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.
- 8.6. 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.

- 8.7. 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.
- 8.8. 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.
- 8.9. 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.
- 8.10. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

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 18/19-099

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

Approved as to form:

By: \_\_\_\_\_  
Cory O'Donnell, Deputy County Counsel

Insurance Documentation is on file with  
Sonoma Water

Date/TW Initials: 4/2/19 JES

**Sonoma County Water Agency**

**United Anglers of Casa Grande, Inc.**, a non-profit California corporation

By: \_\_\_\_\_  
Grant Davis  
General Manager

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

\_\_\_\_\_  
(Please print name here)

Authorized per Sonoma County Water  
Agency's Board of Directors Action on  
May 21, 2019

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

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

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



# Exhibit A

## Scope of Work

### 1. TASKS

#### 1.1. Task 1: Field Work Curriculum

- a. Purchase items as needed in accordance with Exhibit C (Items Authorized for Funding by Sonoma Water).
- b. Implement field work curriculum including field studies and stream maintenance, such as identification and removal of invasive species, canopy development, and debris removal; fisheries and watershed management; and flood control and stream maintenance activities, including vegetation maintenance, planting, and debris removal.
- c. Field Work Report:
  - i. Contents. Prepare end-of-semester field reports that include, but are not limited to, the items below.
    - a) Table of Contents
    - b) Summary of study results
    - c) A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted
    - d) Location map
    - e) Other information to support the work or as requested by Sonoma Water
  - ii. Review. Submit to Sonoma Water for review.
    - a) First Draft: Prepare the report in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return one copy of the draft report to United Anglers with comments or approval in writing.
    - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft report and resubmit one copy of the report for Sonoma Water approval.
  - iii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved report to Sonoma Water in accordance with the date listed for this deliverable.

Deliverable	Due Date
Draft Report	Within 14 calendar days of the end of each semester
Final Report	Within 14 calendar of Sonoma Water's approval of draft

#### 1.2. Task 2: Outreach

- a. Upon notice from and as directed by Sonoma Water, conduct public outreach to educate riparian landowners about debris management issues

and assist in the removal of detrimental debris and garbage in streams located in the Petaluma river watershed.

- b. Outreach Summary Reports:
  - i. Contents. Prepare a summary report of activities using the form in Exhibit D (Summary Report) that includes, but is not limited to, the items below.
    - a) Project number
    - b) Project name
    - c) Date(s)
    - d) Progress report
    - e) Summary of activities performed and completed
    - f) Problems encountered and management recommended
    - g) Next steps
    - h) Location map
    - i) Photos and description of area of concern
    - j) Other information to support the summary report or as requested by Sonoma Water
  - ii. Review. Submit to Sonoma Water for review.
    - a) First Draft: Prepare the report in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return one copy of the draft report to United Anglers with comments or approval in writing.
    - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft report and resubmit one copy of the report for Sonoma Water approval.
  - iii. Final: Following Sonoma Water approval and prior to Sonoma Water’s acceptance of work under this Agreement, submit the final approved report to Sonoma Water in accordance with the date listed for this deliverable.
- c. After Sonoma Water review of Summary Report, and if directed by Sonoma Water, perform the work to address the area of concern and submit an additional Summary Report, in accordance with Paragraph 1.2.b of this Scope of Work, after work has been completed.

<b>Deliverable</b>	<b>Due Date</b>
Draft Summary Report	Within 14 calendar days of notice from Sonoma Water or completion of work, if applicable
Final Summary Report	Within 14 calendar days of Sonoma Water’s approval of draft

1.3. Presentations

- a. Give annual presentations to Sonoma Water summarizing work performed by students in the previous year.
- b. Dates and locations to be determined by Sonoma Water and United Anglers.

**1. DELIVERABLES**

- 1.1. Submit one electronic copy in PDF format (emailed, on CD, or via internet) of each final deliverable to Sonoma Water.
- 1.2. Comply with requirements of Paragraph 4.3.

## Exhibit B

### Insurance Requirements

1. **SECTION I – INSURANCE TO BE MAINTAINED BY UNITED ANGLERS OF CASA GRANDE, INC.**

United Anglers of Casa Grande, Inc. shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for the entire term of the Agreement after all funds have been disbursed.

Sonoma Water reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Sonoma Water's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or Sonoma Water's failure to identify any insurance deficiency shall not relieve United Anglers of Casa Grande, Inc. from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1.1. Workers Compensation and Employers Liability Insurance

- a. Required if United Anglers of Casa Grande, Inc. has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers' Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance
- e. If United Anglers of Casa Grande, Inc. currently has no employees as defined by the Labor Code of the State of California, United Anglers of Casa Grande, Inc. agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

1.2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If United Anglers of Casa Grande, Inc. maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by United Anglers of Casa Grande, Inc..

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Sonoma Water. United Anglers of Casa Grande, Inc. is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether United Anglers of Casa Grande, Inc. has a claim against the insurance or is named as a party in any action involving Sonoma Water.
  - d. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of United Anglers of Casa Grande, Inc.'s ongoing operations. (ISO endorsement CG 20 26 or equivalent).
  - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
  - f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
  - g. The policy shall cover inter-insured suits between Sonoma Water and United Anglers of Casa Grande, Inc. and include a "separation of insureds" or "severability" clause which treats each insured separately.
  - h. Required Evidence of Insurance:
    - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
    - ii. Certificate of Insurance.
- 1.3. Automobile Liability Insurance
- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
  - b. Insurance shall cover all owned vehicles if United Anglers of Casa Grande, Inc. owns vehicles.
  - c. Insurance shall cover hired and non-owned vehicles.
  - d. Required Evidence of Insurance: Certificate of Insurance.
- 1.4. Standards for Insurance Companies
- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- 1.5. Documentation
- a. The Certificate of Insurance must include the following reference: TW 18/19-099.

- b. United Anglers of Casa Grande, Inc. shall submit required Evidence of Insurance prior to the execution of this Agreement. United Anglers of Casa Grande, Inc. agrees to maintain current Evidence of Insurance on file with Sonoma Water for the required period of insurance.
- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. United Anglers of Casa Grande, Inc. shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.6. Policy Obligations

- a. United Anglers of Casa Grande, Inc.'s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

## **Exhibit C**

### **Items Authorized for Funding by Sonoma Water**

- Tree saws
- Pruning shears with sheaths
- Hip waders
- Chest waders
- Long sleeve t-shirts
- Hard hats
- Gloves
- Digital cameras
- GPS units
- Garbage bags
- Protective glasses
- Stadia Rods
- Write-in-the-rain paper
- Clipboards
- Other items as needed and approved in writing in advance by Sonoma Water

# Exhibit D

## Summary Report

SONOMA COUNTY WATER AGENCY	
Project Number:	
Project Name:	
Date(s):	
Progress Report:	
Summary of Activities Performed and Completed:	
Problems Encountered/ Management Recommended:	
Next Steps:	
Photos and Description:	
Other:	