

AGREEMENT NO. 2024-01-04
Between Sloughhouse Resource Conservation District
And Yolo County Resource Conservation District

THIS AGREEMENT (“Agreement”) is made this 1st day of April, 2024 by and between the Sloughhouse Resource Conservation District (“SRCD”), and the Yolo County Resource Conservation District (“YCRCD”) (“CONTRACTOR”), who agree as follows:

TERMS

1. CONTRACTOR shall perform the following professional services: as part of a grant funded by the California Department of Food and Agriculture, onboarding training support to SRCD and Sloughhouse RCD managers and program coordinator to develop the develop a Sloughhouse RCD Mobile Irrigation Lab in order to successfully provide on-farm, one-on-one technical assistance to farmers to evaluate irrigation system efficiency and provide diagnostics, reports and recommendations to growers as well as provide mentorship to SRCD program coordinator and managers on all aspects of training regarding water use efficiency and nutrient managements, practices and technology.
2. CONTRACTOR shall perform said services between April 1, 2024, and March 31, 2026
3. This Agreement shall include the following exhibits attached hereto and incorporated herein: Exhibit A: Insurance Requirements; Exhibit B: Scope of Work and Budget.
4. Subject to CONTRACTOR’S satisfactory and complete performance of all the terms and conditions of this Agreement, and upon CONTRACTOR’S submission of an appropriate claim, SRCD shall pay CONTRACTOR no more than a total amount of \$45,000, as identified in Exhibit B: Scope of Work and Budget.
5. CONTRACTOR, at its sole cost and expense, shall obtain and maintain throughout the entire term of this Agreement, the insurance set forth in Exhibit A: Insurance Requirements attached hereto.
6. To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify, and hold harmless SRCD, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of CONTRACTOR, it’s officers, agents, or employees. CONTRACTOR responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations required by this Agreement.
7. The services and obligations required of CONTRACTOR under this Agreement are not assignable in whole or in part. In addition, CONTRACTOR shall not subcontract any portion of the services required of CONTRACTOR by this Agreement without the express written consent of YCRCD. If any portion of the services required of CONTRACTOR are subcontracted, the subcontractor(s) shall maintain the same insurance as required of CONTRACTOR by this Agreement and CONTRACTOR shall be fully responsible to

YCRCD for all work undertaken by subcontractors. Any SUBCONTRACTOR agrees to be bound to CONTRACTOR and YCRCD in the same manner and to the same extent as CONTRACTOR is bound to YCRCD under this Agreement. A copy of this Agreement will be furnished to any SUBCONTRACTOR upon request.

8. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40) or denial of family-care leave, medical-care leave, or pregnancy disability leave. CONTRACTOR shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.) and the applicable regulations (Cal. Code Regs., tit. 2, § 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this Agreement. CONTRACTOR shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all subcontracts entered into to perform work under this Agreement.
9. CONTRACTOR shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. CONTRACTOR shall defend SRCD and reimburse it for any fines, damages or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that CONTRACTOR has violated any applicable law or regulation.
10. This Agreement is subject to SRCD, the State of California and the United States appropriating and approving sufficient funds for the activities required of CONTRACTOR pursuant to this Agreement. If SRCD's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Agreement, SRCD may terminate this Agreement by giving thirty (30) days advance written notice thereof to CONTRACTOR, in which SRCD shall have no obligation to pay CONTRACTOR any further funds or provide other consideration and CONTRACTOR shall have no obligation to provide any further services under this Agreement. The determination of whether SRCD's adopted budget contains sufficient funds for this Agreement is in the sole discretion SRCD.
11. If CONTRACTOR fails to perform any part of this Agreement, SRCD may notify CONTRACTOR of then default and CONTRACTOR shall remedy the default. If CONTRACTOR fails to do so, then, in addition to any other remedy that SRCD may have, SRCD may terminate this Agreement and withhold any or all payments otherwise owed to CONTRACTOR pursuant to this Agreement.
12. This Agreement may be terminated by CONTRACTOR only for good cause shown and upon at least thirty (30) days advance written notice to SRCD. Upon such termination, SRCD is entitled to withhold and will be liable for no further payment of any compensation that has not been paid to CONTRACTOR prior to the receipt of that notice, unless the affirmative acts of YCRCD have led to the justifiable termination by CONTRACTOR. Upon such termination, SRCD is entitled to recover from CONTRACTOR any paid compensation that has not been earned by CONTRACTOR, as well as any other costs and damages that SRCD may sustain if the termination is determined not to have been justified. This Agreement may be terminated by SRCD at any time, with or without good cause, by giving at least thirty (30) days advance written notice to CONTRACTOR.

13. Attached, if any, are licenses and/or certificates required by CONTRACTOR's profession (Indicating type; No.; State; & Expiration date), and CONTRACTOR certifies that it shall maintain each throughout this Agreement, and that CONTRACTOR's performance will meet the standards of licensure/certification.
14. CONTRACTOR understands that it, and its employees, are not employees of SRCD and are not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave from SRCD.
15. CONTRACTOR will hold in confidence all information disclosed to or obtained by CONTRACTOR which relates to activities under this Agreement and/or to SRCD's plans or activities. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of YCRC. CONTRACTOR shall deliver all of the foregoing to SRCD upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, CONTRACTOR shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than four (4) years, and shall make them available to SRCD for audit and discovery purposes.
16. All communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at its respective address, as follows:

SRCD

Sloughhouse Resource Conservation District
 Attn: Brittany Friedman
 8969 Elk Grove Blvd. Suite 1-207
 Elk Grove, CA 95624

CONTRACTOR

Yolo County Resource Conservation District
 Attn: Heather Nichols
 221 W Court St. Suite 1
 Woodland, CA 95695

17. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, may be subject to disclosure pursuant to the California Public Records Act.
18. This Agreement may be executed in counterparts and a digital and/or electronic signature provided by either party shall be deemed the equivalent of an original signature and may be transmitted by one party to the other via electronic mail or facsimile, which taken together shall constitute one in the same agreement, each bearing original signatures, and shall be effective as of the date of the last signature appearing thereon by any electronic, digital, or facsimile signatures.
19. If any part of this Agreement is unenforceable or held to be unenforceable or invalid for any reason, all other enforceable and valid terms and conditions remain in effect.
20. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in the Superior Court of the State of California in and for the County of Sacramento located in Elk Grove, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

CONTRACTOR:

YCRCD:

Contractor Signature

Executive Director

Printed Name

Street Address/PO Box

City/State/Zip

Phone

CERTIFICATION: I hereby certify under the penalty of perjury that all statements made in or incorporated into this Agreement are true and complete to the best of my knowledge. I understand and agree that SRCD may, in its sole discretion, terminate this Agreement if any such statements are false, incomplete, or incorrect.

Contractor Signature

EXHIBIT A

SERVICE CONTRACT INSURANCE REQUIREMENTS

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:

- a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate
- b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]
- c. **Professional Liability/Malpractice/Errors and Omissions** –\$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under an agreement, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
- d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. SRCD, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from SRCD's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of SRCD (if agreed to in a written contract or agreement) before SRCD's own Insurance or self-insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the

exception of professional liability coverage, shall be payable on a “per occurrence” basis unless SRCD specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase “tail” coverage covering the term of this Agreement and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and SRCD reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of SRCD. All self-insured retentions (SIR) must be disclosed to SRCD for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or SRCD.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to SRCD (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise approved by SRCD.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor’s insurance coverage shall be primary, including as respects SRCD, its officers, agents, employees and volunteers. Any insurance maintained by YCRCD shall apply in excess of, and not contribute with, insurance provided by Contractor’s liability insurance policy.

10. The insurer shall waive all rights of subrogation against SRCD, its officers, employees, agents and volunteers.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish SRCD with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, SRCD before work commences. Upon SRCD’s request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish SRCD with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon SRCD's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. YCRCD reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and SRCD in the same manner and to the same extent as Contractor is bound to SRCD under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Contractor will provide proof of compliance to SRCD

E. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, SRCD at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

EXHIBIT B

SCOPE OF WORK AND BUDGET

LEAD RCD & CONTACT:	Sloughhouse RCD Brittany Friedman, Interim District Manager Brittany@sloughousercd.org (530) 661-1688
WITH RCD(S):	Yolo County RCD
PROJECT TITLE:	Sloughhouse Water Efficiency Technical Assistance
PERIOD:	April 1, 2024-March 31, 2026
COPY OF ORIGINAL GRANT OR AGREEMENT THAT THE WORK IS BASED ON:	Exhibit A. Memorandum of Understanding Among the Yolo County Resource Conservation District and Sloughhouse Resource Conservation District for Collaborative Efforts Between and Among Districts Exhibit B: CDFA Grant Agreement 23-0648-000-SO
SCOPE OF WORK / TASK(S):	As part of the Sloughhouse Water Efficiency Technical Assistance project, funded by the California Department of Food and Agriculture, Yolo County RCD (YCRCD) Mobile Irrigation Lab (MIL) manager

	<p>Conor Higgins will provide onboarding training support to Sloughhouse RCD (SRCD) program coordinator and managers to develop a Sloughhouse RCD Mobile Irrigation Lab in order to successfully provide on-farm, one-on-one technical assistance to farmers to evaluate irrigation system efficiency and provide diagnostics, reports and recommendations to growers as well as provide mentorship to SRCD program coordinator and managers on all aspects of training regarding water use efficiency and nutrient managements, practices and technology.</p>
<p># OF HOURS TO COMPLETE TASK(S):</p>	<p><u>Work Plan Objective 1:</u> Provide onboarding training support to SRCD program coordinator and managers on all aspects of providing on-farm, one-on-one technical assistance to farmers to evaluate irrigation system efficiency and provide diagnostics, reports and recommendations to growers as well as provide mentorship to SRCD program coordinator and managers on all aspects of training regarding water use efficiency and nutrient managements, practices and technology.</p> <p>Timeline: April 1, 2024-March 31, 2026</p> <p><u>Work Plan Objective 2:</u> Provide on-farm, one-on-one technical assistance evaluations and perform pump efficiency testing through identifying landowners that would benefit from a pump efficiency test. The SRCD program coordinator will work with both the landowner and YCRCD to schedule the test and provide an analysis of results. 20 evaluations total.</p> <p>Timeline: April 1, 2024-March 31, 2026</p>
<p>INDIVIDUALS PERFORMING WORK:</p>	<p>Conor Higgins</p>
<p>HOURLY RATE (DOES NOT INCLUDE TRAVEL):</p>	<p>\$98/hour (to be updated at the start of each fiscal year based on Yolo RCD budget)</p>

NOT TO EXCEED THIS AMOUNT:	\$45,000.00
SPECIFIC BILLING REQUIREMENTS:	Invoices to be submitted for work in the preceding month by the 10 th of the month the 3 rd Thursday, whichever is earlier. Invoices should detail staff hours and rates, mileage and other expenses, and include a description of work performed.

DATE EXECUTED: _____

X

BY EXECUTIVE DIRECTOR, YOLO COUNTY RESOURCE CONSERVATION DISTRICT

DATE EXECUTED: _____

X

BY DISTRICT MANAGER, SLOUGHHOUSE RESOURCE CONSERVATION DISTRICT