

Marina Coast Water District
Agenda Transmittal

Agenda Item: 8-A

Meeting Date: June 14, 2011

Submitted By: Rich Youngblood

Presented By: Rich Youngblood

Agenda Title: Adopt Resolution No. 2011-41 to Approve a Professional Services Agreement with Ron Allen to Provide Consultant Services for the Water Education Program for a Not-to-Exceed Amount of \$12,000

Detailed Description: The Board of Directors is requested to approve a Professional Services Agreement with Ron Allen for services in support of the Water Conservation Education Program.

The Water Conservation Education Program provides water conservation education through the schools in the District's service area. The program uses a variety of strategies to introduce water conservation curriculum to students and teachers. The program provides instruction, assemblies, in-service training and materials to promote water conservation.

Maintaining our ongoing relationship with the Monterey Peninsula Unified School District (MPUSD) is essential to the success of the program. The District's education consultant provides the academic expertise and coordination required to integrate the program into the ongoing activities of the MPUSD. Ron Allen's has thirty years of service as an educator in the MPUSD, including two tours as the principal of Olson Elementary School. His unique knowledge and capabilities allow him to efficiently and effectively provide the services needed to make the program a success.

The program is in its tenth year and has proven to be successful by adapting to the needs of the students and working closely with the Monterey Peninsula Unified School District (MPUSD). Beginning at the end of the current academic year, coordination with MPUSD administrators, principals and teachers start the planning for the coming year. Throughout the year continuous coordination is conducted to keep the individual schools informed, solicit feedback and maintain support for the program.

The key element of the Water Conservation Education Program is the classroom instruction which is provided to all elementary schools. A program schedule is developed with each of the 5 elementary schools to provide instruction to over 1,200 students in 65 classrooms.

The program provides supplemental water education curriculum materials for teachers. Copies of these instructional materials and teacher activity guides are provided to assist classroom teachers in continuing water resource education.

A second element of the program is the water conservation assembly. These assemblies are coordinated by the education consultant and feature the group Zun-Zun, performing a musical program promoting water conservation. The assembly is very popular with the principals and teachers as a memorable way to present water conservation concepts. This program has been so

well received that staff is assisting the Monterey County Water Awareness Committee in expanding the presentations to schools through-out the county.

Prior Committee or Board Action: The Water Conservation Commission recommended approval on June 2, 2011.

Board Goals/Objectives: *Strategic Plan, Goal No. 1 - To manage and sustain the District's groundwater and desalinated water, recycled water and wastewater services, conservation activities, infrastructure and human resources at or above industry standards.*

Financial Impact: Yes No

Funding Source/Recap: Consultant line item for both Marina and Ord Cost Centers - \$12,000

Material Included for Information/Consideration: Resolution No. 2011-41; and, Professional Services Agreement for Ron Allen to provide consultant services for the Water Education Program.

Staff Recommendation: The Board of Directors adopt Resolution No. 2011-41 to approve a Professional Services Agreement with Ron Allen to provide consultant services for the Water Education Program for a not-to-exceed amount of \$12,000.

Action Required: Resolution Motion Review
(Roll call vote is required.)

Board Action

_____ Resolution No _____ Motion By _____ Seconded By _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Reagendized _____ Date _____ No Action Taken _____

June 14, 2011

Resolution No. 2011 - 41
Resolution of the Board of Directors
Marina Coast Water District
Approving a Professional Services Agreement with
Mr. Ron Allen to Provide Consultant Services for the Water Education Program

RESOLVED by the Board of Directors (“Board”), of the Marina Coast Water District (“District”), at the regular meeting duly called and held on June 14, 2011, at the business office of the District, 11 Reservation Road, Marina, California as follows:

WHEREAS, Mr. Ron Allen has agreed to perform the proposed scope of work to continue providing consultant services for the District’s Water Education Program, and,

WHEREAS, Mr. Ron Allen shall provide personal and professional insurance required by the District; and,

WHEREAS, the District’s FY 2011/2012 Budget contains \$12,000 to support this program.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby approve a Professional Services Agreement with Mr. Ron Allen for consulting services to continue the water education program; and authorizes the General Manager to sign contract documents and take all necessary actions and execute all documents necessary or appropriate to give effect to this resolution, and the total cost for this effort which shall-not-exceed \$12,000.

PASSED AND ADOPTED on June 14, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

William Y. Lee, President

ATTEST:

Jim Heitzman, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2011-41 adopted June 14, 2011.

Jim Heitzman, Secretary

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MARINA COAST WATER DISTRICT
AND
RON ALLEN**

Some of the important terms of this Agreement are printed on Page 2 - 4. For your protection, make sure that you read and understand all provisions before signing. The terms on Page 2-4 are incorporated in this document and will constitute a part of the Agreement between the parties when signed.

TO: Marina Coast Water District DATE June 14, 2011
11 Reservation Road Agreement No. DGM 2011-41
Marina, CA 93933

The undersigned Consultant offers to furnish the following:

See Appendix A, Scope of Work.

See Appendix B, Fee Schedule.

Contract price \$ 12,000

Completion date July 31, 2012

Instructions: Sign and return original. Upon acceptance by the Marina Coast Water District, a copy will be signed by its authorized representative and promptly returned to you. Monthly invoices will not exceed \$6,500. Insert below, the names of your authorized representative(s).

Accepted: Marina Coast Water District	Accepted:
By: <u>Carl Niizawa</u>	By: <u>Ron Allen</u>
Title: <u>Deputy General Manager</u>	Title: <u>Consultant</u>

Other authorized representative(s): _____

Other authorized representative(s): _____

Consultant agrees with the Marina Coast Water District that:

1. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless the Marina Coast Water District, its directors, officers, employees, or authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

2. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless the Marina Coast Water District, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons arising out of the performance of the work or the furnishing of materials; including but not limited to claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of the Marina Coast Water District, its directors, officers, employees, or authorized volunteers.

3. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the professional services under this Agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement and shall file with the Marina Coast Water District the certificate required by Labor Code Section 3700.

4. This paragraph is part of the contract. Consultant acknowledges and understands that the area in and around which the work will be performed has been identified as a possible location of munitions and explosives of concern ("MEC"). All indemnification obligations of Consultant under this Agreement, including those specified in paragraph 1 shall specifically include claims and demands involving, arising out of or related to MEC.

5. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)."

6. Final Payment, unless otherwise specified on Page 1, is to be within 20-days after acceptance by the Marina Coast Water District.

7. This paragraph is part of the contract. Consultant will file with the Marina Coast Water District before beginning professional services, certificates of insurance satisfactory to the Marina Coast Water District evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$1,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for

bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Marina Coast Water District. If the work involves MEC per paragraph 4, above, all insurance maintained by Consultant shall include coverage for services, work in or around MEC, and claims, demands and injuries related in any way to this Agreement which arise from MEC. The general liability coverage is to state or be endorsed to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by the Marina Coast Water District, its officers, directors, employees, or authorized volunteers shall not contribute to it". The general liability insurance shall give Marina Coast Water District, its officers, directors, employees and its authorized representatives and volunteers insured status using ISO endorsement CG2010, CG2033 or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII or as otherwise approved by the Marina Coast Water District. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

8. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to the District at least ten (10) days prior to the expiration date.

9. Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.

10. 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 a supplemental agreement by the Marina Coast Water District. Consultant's "authorized representative(s)" has (have) the authority to execute such written change for Consultant.

11. The Consultant shall not assign, sell, mortgage, hypothecate, or otherwise transfer its interest or obligations in this agreement without written consent of the Marina Coast Water District. Further, none of the services covered by this agreement shall be subcontracted beyond that which is specifically noted in the Consultant's proposal unless approved by the Marina Coast Water District in writing.

12. This Agreement supersedes and integrates all prior writings and understandings between the parties concerning, is binding on the parties and their successors, and may be amended only by written agreement signed by the Marina Coast Water District and the Consultant. This Agreement may be signed in counterparts, each of which when fully executed shall be considered a duplicate original document. Both parties have participated fully in the review and revision of this Agreement, and neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654.

13. The parties must submit any disputes arising under this Agreement to non-binding mediation before filing suit to enforce or interpret this Agreement. Upon request by either party, the parties will within ten days select a single mediator, or if the parties cannot agree, they shall ask the then presiding Judge of the Monterey County Superior Court to select a mediator to mediate the dispute within fifteen days of such selection.

Appendix A

SCOPE OF SERVICES

Water Conservation Education Program

The consultant will conduct these tasks associated with the Water Conservation Education Program of the Marina Coast Water District. These tasks are designed to further the District's efforts to execute Best Management Practices Number 7 (Public Information) and Number 8 (Conservation Education). This work shall include the following tasks:

Task A: Establishing Project Management Method

The project management, coordination, and communication procedures will consist of regular team meetings and telephone conferences. Activity reports will be produced. The key contact for the MCWD will be Paul Lord.

Task B: Conduct awareness activities with administrators and teachers through meetings, material distribution and outreach.

Subtasks:

1. Work with Monterey Peninsula Unified School District (MPUSD) Administration to incorporate Marina Coast Water District water education programs in the schools within the District's area of service.
2. Coordinate the program with Monterey Peninsula Unified School District Administrators and be responsible to inform District Superintendent and Administrators concerning the program and provide coordination as necessary.

Task C: Assist the District's Education Program.

Subtasks:

1. Coordinate the activities of the water science teacher.
2. Identify media sources and develop information to be provided to advertise the District's Water Education Program.
3. Provide information to groups that can assist with the water education program.

Task D: Develop the Water Education Program for schools within the District's area of service.

Subtasks:

1. Be a resource for teachers to locate and provide information on water education materials.
2. Locate materials on water conservation education as product displays and as a resource for teachers.
3. Arrange for water awareness assemblies for the elementary schools to promote water awareness and conservation.

Task E: Program Evaluation

Subtasks:

1. Provide a program progress reports to the Water Conservation Coordinator.

- 2, Provide information to the Water Conservation Coordinator for reports.
3. Provide information for periodic program progress reports.
4. Work with the administrators and teachers to evaluate the program's effectiveness and determine any suggested recommendations for improvements for the following year.

Task G: Prepare a Final Report

Prepare reports on the activities of the water education program. Provide assistance to MCWD staff that will enable staff to carry out the program objectives on a year-to-year basis.

Subtasks:

- Prepare a final report detailing activities of the program within 30 days of school's end.
- Include a summary of the year's activities by school.
- Provide materials utilized in the program.
- Provide recommendations for the next school year.