

# Olivehurst Public Utility District



## Agenda Item Staff Report

**Meeting Date: June 16, 2022**

### Item description/summary:

**First 5 Yuba Pool Grant.** This item was discussed in committees and Board meetings. First 5 Yuba has provided the attached contract for a \$17,000 grant for the current OPUD pool season. They ask for free swim lessons for kids ages 0 through 5 years old for free open swim for kids 0 through 5 years old.

### Fiscal Analysis:

Per above and attached contract.

### Employee Feedback

None

### Sample Motion:

Move to approve the contract with First 5 Yuba for a \$17,000 grant for OPUD pool operation during the 2022 season.

Prepared by:

John Tillotson, P.E., General Manager

**STRATEGIC PARTNERSHIP AGREEMENT  
FIRST 5 YUBA COUNTY CHILDREN AND FAMILIES COMMISSION  
CONTRACT NO: SP23-101**

THIS AGREEMENT (“Agreement”) is made this 1<sup>st</sup> day of July, 2022 by and between the FIRST 5 YUBA COUNTY CHILDREN AND FAMILIES COMMISSION (“Commission”), and OLIVEHURST PUBLIC UTILITY DISTRICT, a public agency with its principal place of business at 1970 9<sup>TH</sup> Avenue, Olivehurst, CA 95961 (“Provider”), individually referred to herein as a “party” and collectively as the “parties” for Aquatics program (“Program”)

**RECITALS**

WHEREAS, the Commission is authorized by Health and Safety Code Section 130140.1 to make contracts as necessary to implement its strategic plan; and

WHEREAS, the Commission is authorized by those provisions to contract with persons specially trained, experienced, expert, and competent to perform special services in Yuba County; and

WHEREAS, the Commission has adopted a five-year strategic plan to invest Proposition 10 tax dollars into services that promote the early development and well-being of Yuba County children from prenatal to age five; and

WHEREAS, Provider will apply the best industry practices for service delivery to produce outcomes to further the result areas in the Commission’s strategic plan; and

WHEREAS, Provider warrants that it is qualified and agreeable to render the work to execute strategies to further the result areas in the Commission’s strategic plan; and

NOW, THEREFORE, the Commission and Provider agree as follows:

**AGREEMENT**

1. **INCORPORATION OF RECITALS.** The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth in full.
2. **CONTRACT TYPE.** This Agreement is a cost-reimbursement grant for professional services. Notwithstanding any other provision of this Agreement, in no event shall the cost to Commission for the work to be provided herein exceed the maximum sum of SEVENTEEN THOUSAND DOLLARS (\$17,000.00) without the prior authorization of the Commission.

3. CONTRACT TERM.

- A. Length. This Agreement shall be for a one-year term agreement to begin on the date written above and shall terminate on June 30, 2023, which means that all work required by this Agreement shall be completed by that date.
- B. Start date. Provider agrees to begin work within thirty (30) days of the date written above.
- C. Renewal. This agreement may renew two years from the start date for an additional two years. The Commission must first confirm the Program continues in its strategic plan, contractual requirements have been met, and funding is available. Commission discussion and approval is required for all renewals

4. SCOPE OF WORK

- A. Provider shall use the funds awarded under this Agreement to pay for the services specified in the SCOPE OF WORK – EVALUATION PLAN, approved by the commission set forth in **EXHIBIT A** for the program written above. Any modifications to the Program that are deemed by the Executive Director to significantly impact the Scope of Work require Commission approval.
- B. Provider shall designate a Program Administrator that shall work directly with the Executive Director or his/her designee on the day-to-day performance requirements under this Agreement.
- C. Provider represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Work. All such services shall be performed by Provider or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The Provider shall provide copies of all necessary licensures, certificates, and/or degrees to the Commission.
- D. Provider shall provide all facilities, equipment, personnel, labor, and materials necessary to provide the foregoing services in accord with this Agreement. Provider warrants that it and all its employees have all necessary licenses and/or permits required both by law and all appropriate agencies and agrees to maintain such licenses and permits in effect for the duration of this Agreement. Failure to maintain all the licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for termination of this Agreement by the Commission. In the event of any conflict between any of the provisions of this Agreement (including Exhibits) the provision that requires the highest level of performance from Provider for the Commission's benefit shall prevail.

5. BUDGET.

- A. Provider shall use funds derived from this Agreement as outlined in the Program BUDGET approved by the Commission set forth in **EXHIBIT B** for the Program written above. Any modifications to specific line items that do not vary the budgeted line item by 10 percent or more may be approved by the Executive Director. Any modifications to specific line items that vary the budgeted line item by more than 10 percent require approval by the Commission.
- B. Provider shall work with the Executive Director upon BUDGET approval to develop a detailed BUDGET NARRATIVE as set forth in **EXHIBIT C** to be specific and reflective of expenditures associated with EXHIBIT A and B. Any modifications to specific line items in EXHIBIT B that do not vary the budgeted line item by 10 percent or more may also be modified in EXHIBIT C upon written approval of the Executive Director. Any modifications to specific line items in EXHIBIT B that vary the budgeted line item by more than 10 percent require approval by the Commission.
- C. Budget amendments will be considered annually beginning in Quarter 3 and must be approved by the Commission at a regularly scheduled meeting prior to the start of Quarter 4.
- D. Provider shall budget for and utilize local resources when applicable and available in order to support sustainable and thriving communities.

6. PERFORMANCE MEASURES

- A. Commission shall identify performance measures to be used to evaluate contractual compliance, Provider shall collect data in a format defined by the Executive Director, and outlined in the combined SCOPE OF WORK - EVALUATION PLAN, approved by the Commission set forth in **EXHIBIT A**, with supporting documentation, which may include surveys, registration forms, tracking logs, project milestones as well as any service deliverables or task for which the Provider is responsible and such additional information as the Executive Director may reasonably require, each in a manner that is satisfactory to the Executive Director or his/her designee.
- B. Provider represents that it has, or will secure at its own expense the administrative capacity to manage services performed, to ensure the integrity of data collection according to reporting guidelines prescribed by the Executive Director.
- C. Provider shall participate in any training on data collection and evaluation prescribed by the Executive Director.
- D. Provider shall participate in quarterly Strategic Partner Meetings hosted by the Executive Director in order to support alignment, maximize resources and ensure non-duplication of services.

7. PERFORMANCE MONITORING AND REPORTING

- A. Provider shall provide interim progress reports in a format and timeframe defined by the Executive Director concerning activities as they affect the obligations and purposes of this Agreement. Provider shall submit the required PROGRESS REPORT as prescribed by Executive Director, with supporting documentation, which may include progress toward measurable results; expenditures to date; level of service provided; issues or barriers encountered and how they are being addressed; and the number of participants served. The Executive Director shall provide Provider with the forms and/or access to a database or computer program which Provider is required to use.
- B. Provider shall submit progress reports to Commission staff ten (10) days after the end of the quarter.

PERIOD	REPORTING MONTHS	END OF PERIOD	REPORTS DUE
Quarter 1	July 1 – September 30	September 30	October 10
Quarter 4	April 1 – June 30	June 30	July 10

8. PAYMENT TERM AND FREQUENCY

- A. Subject to Provider’s performance of this Agreement and submission of the required ITEMIZED INVOICE FORM, as prescribed by the Executive Director, with supporting documentation of all purchases, which may include original receipts/invoices and/or general ledger reports and such additional information as the Executive Director may reasonably require, each in a manner that is satisfactory to the Executive Director or his/her designee, to the Commission twenty (20) days after the end of each fiscal quarter, Commission shall reimburse Provider for allowable expenses on a quarterly basis. The required Itemized Invoice Form may be modified by the Executive Director from time to time.
- B. Commission staff will process timely invoices before processing late ones. Any invoice submitted after forty-five (45) days after each fiscal year and/or the final contract period will not be honored by Commission, and Commission shall have no obligation to pay any such amount for the services provided unless Provider has obtained prior written Commission approval to the contrary. Provider assumes full financial liability for services provided outside the terms of this Agreement.

PERIOD	REPORTING MONTHS	END OF PERIOD	INVOICE DUE
Quarter 1	July 1 – September 30	September 30	October 20
Quarter 4	April 1 – June 30	June 30	July 20

9. WITHHOLDING OF PAYMENTS. In the event of an actual or alleged breach of this Agreement, or if the Commission is notified by the general public about concerns about the quality/effectiveness the Program, the Commission reserves the right to withhold payments, and/or identify corrective actions to be made by the Provider, increase monitoring activities, which may include additional site visits and/or partial or full audits of the Program. If performance issues are not rectified to the Executive Director's satisfaction, the Commission holds the right to terminate the Program as outlined in this Agreement.

10. INSURANCE.

- A. General Liability. Provider shall maintain and provide the Commission with proof of a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate.
- B. Automobile. Where the services to be provided under this Agreement involve or require the use of any type of vehicle by the Provider in order to perform said services, the Provider shall also maintain and provide the Commission with proof of a comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000).
- C. Worker's Compensation. If required by California law, Provider shall also maintain worker's compensation insurance in accordance with California law, and employer's liability insurance with a limit of no less than one million dollars (\$1,000,000) per occurrence.
- D. Professional Liability of not less than one million dollars (\$1,000,000) as appropriate to the service being rendered, including coverage for medical malpractice, error, and/or omission.
- E. Said policies shall remain in force through the life of this Agreement and shall be payable on an "occurrence" basis unless the Commission specifically consents to a "claims made" basis. Additionally, as to each policy required under this Agreement, Commission shall be named as additional insured by written endorsement subject to approval by the Commission General Counsel. Provider shall also obtain a waiver of subrogation from its insurer as to each policy. Failure to provide and maintain the insurance and related endorsements required by this Agreement will constitute a material breach of the Agreement.
- F. During the term of this Agreement, Provider shall furnish the Executive Director 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. Provider shall provide

complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

11. ASSIGNMENT AND SUBCONTRACTS.

- A. Assignment. Provider shall not assign, delegate, or transfer its duties, responsibilities, interests, or any portion of the work to be performed under this Agreement without the prior express written consent of Commission. Any assignment without such approval shall be void and, at Commission's option, shall terminate this Agreement. Any change in the corporate structure of Provider, the governing body of Provider, the management of Provider or the transfer of assets in excess of 10 percent of the total assets of Provider shall be deemed an assignment of benefits under the terms of this Agreement requiring Commission approval.
- B. Subcontracting. Provider shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior express written consent of Commission. If Commission consents to Provider's hiring of subcontractors, Provider agrees to be fully responsible for their performance. Provider shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. Provider shall cause all of the provisions of this Agreement, in its entirety, to be included in and made a part of any subcontract executed in the performance of this Agreement.
- C. All subcontracts, inclusive of service provisions and budgets, shall be in writing and copies provided to Commission within thirty (30) days of execution of the subcontract. Documentation including qualifications, licenses and other supporting documentation as outlined in this agreement shall apply to all subcontracts and be provided to the commission upon contract execution.

12. OWNERSHIP OF DOCUMENTS, WORK PRODUCTS, AND DURABLE GOODS.

- A. All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the Commission, and Provider agrees to deliver and assign the foregoing to the Commission, upon completion of the services hereunder or upon any earlier termination of this Agreement. Provider assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the Commission without restriction or limitation on their use. No charge will be made for any of the foregoing.
- B. All durable goods and inventory items as defined by Commission policy and acquired under this Agreement shall become the property of the Commission. Provider agrees

to deliver and assign said items to the Commission upon completion of this agreement unless the Commission, at its sole discretion, makes an alternative disposition.

- C. During and following the term of this Agreement, Provider shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Provider was compensated by the Commission without the express written permission of the Executive Director or his/her designee. All materials will be reviewed within 7-10 business days of receipt, or as soon thereafter as possible, by the Executive Director or his/her designee.
- D. During and following the term of this Agreement, Provider agrees to make the public aware of the benefits of Proposition 10 tax dollars in the community placing the Commission's logo (which is located on the Commission's website) on all materials it distributes or otherwise circulates that were developed pursuant to this Agreement and for which Provider was compensated by the Commission. Provider shall provide Commission staff a copy of all documents with printed logo prior to public distribution and/or 15 days prior to event.

13. NOTICES. All notices regarding the agreement shall be given to Commission in written format at the following location:

FIRST 5 YUBA  
1114 Yuba Street, Suite 141  
Marysville, CA 95901

Notices shall be given to Provider at the following address:

OLIVEHURST PUBLIC UTILITY DISTRICT  
1970 9<sup>TH</sup> Avenue  
Olivehurst, CA 95961

14. SUSTAINABILITY.

- A. Commission shall have no responsibility or obligation to ensure the long-term sustainability of Provider or Provider's program. The ultimate responsibility for sustainability shall be borne by Provider.
- B. Commission anticipates that revenues from Proposition 10 distributed by the First 5 California Children and Families Commission will diminish in the future and that the Commission's annual strategic plan, which is reviewed by the public, may change and/or reprioritize strategy areas as often as every year. For these reasons, Commission cannot and does not guarantee that a program once funded will continue to be funded, even if it is effective in attaining the Commission's goals.



- C. Commission may, if it chooses, be a partner with Provider in exploring any available funding options for a funded program, and may work in a coordinated way with those agencies and individuals administering other fund sources to identify and structure alternative ways to fund Provider. Options for a Provider to pursue to sustain the Program defined in this Agreement include, among others, seeking funds from other private and public sources, including governmental, corporate, and charitable sources, and soliciting donations.
- D. Provider shall develop a written sustainability plan for the Program defined in this Agreement with consultation from the Executive Director where appropriate.
- E. Provider shall fully cooperate with the Executive Director and Commission to address the goals of service integration.

15. **CONTRACT CHANGES CLAUSE.** Notwithstanding any other provision of this Agreement, no changes may be made to this Agreement without the express written authorization of the Executive Director or, in the discretion of the Executive Director, the written consent of the Commission.

16. **INDEMNIFICATION.**

- A. **Definitions.** For purposes of this Section 16, "Provider" shall include Provider, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Provider or its subcontractors, in the performance of this Agreement. "Commission" shall include Commission, its officers, agents, employees and volunteers.
- B. **Provider to Indemnify Commission.** To the fullest extent permitted by law, Provider shall indemnify, hold harmless, and defend Commission from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Provider's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Provider or failure to comply with any provision in this Agreement.
- C. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Provider shall not be required to indemnify Commission for such loss or damage as is caused by the sole active negligence or willful misconduct of the Commission.
- D. **Attorneys' Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of Commission's choice, expert fees and all other costs and fees of litigation. Provider shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

- E. Defense Deposit. The Commission may request a deposit for defense costs from Provider with respect to a claim. If the Commission requests a defense deposit, Provider shall provide it within 15 days of the request.
- F. Waiver of Statutory Immunity. The obligations of Provider under this Section 16 are not limited by the provisions of any workers' compensation act or similar act. Provider expressly waives its statutory immunity under such statutes or laws as to Commission.
- G. Indemnification by Subcontractors. Provider agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 16 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Provider's behalf.
- H. Insurance Not a Substitute. Commission does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Provider's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

17. CONFIDENTIALITY.

- A. Provider shall comply with, and will require its officers, employees, agents, sub-Providers and partners to comply with, all applicable Federal and State laws and regulations regarding the confidentiality of applications and records concerning an individual made or kept by the Provider, and shall keep such matters confidential and not open to examination for any purpose not directly connected with the administration of this Agreement or the services required by this Agreement.
- B. Provider shall inform all of its officers, employees, agents, sub-Providers and partners of the above provisions and that any person knowingly and intentionally violating the applicable confidentiality laws and regulations may be guilty of a crime.

18. QUALITY ASSURANCE, PROGRAM REVIEW, INSPECTION, & AUDIT.

- A. Provider shall maintain adequate individualized client records, if applicable, which shall include face-to-face service plans, records of client interviews, case notes, confidentiality releases, referrals and records of services provided by the various professional and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records must comply with all appropriate Federal, State, and Commission record maintenance requirements.
- B. Provider shall permit, at any reasonable time, personnel designated by the Executive Director to come on Provider's premises for the purpose of making periodic inspections to evaluate the effectiveness of the services rendered pursuant to this Agreement. Any other provision of this Agreement notwithstanding, at reasonable

times during normal business hours, Commission or Executive Director, and/or their appropriate audit agency or designee, shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of Provider which pertain to services performed and determinations of amounts payable under this Agreement. Provider shall also furnish the Commission and Executive Director with such additional information as they may reasonably request to evaluate the fiscal and program effectiveness of the services being rendered.

- C. Provider shall maintain on a current basis, complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids, all income, and all expenditures. These documents and records shall be retained for at least three (3) years from the completion of this Agreement. Provider shall permit Commission to audit all books, accounts, or records relating to this Agreement or all books, accounts, or records of any business entities controlled by Provider who participated in this Agreement in any way.
- D. Any audit may be conducted on Provider's premises or, at Commission's option, Provider shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Commission. Provider shall refund any moneys erroneously charged. If Commission requires an audit due to errors on the part of the Provider, Provider shall be liable for the costs of the audit in addition to any other penalty to be imposed.
- E. Should Provider's performance be found to be less than satisfactory at any point in the contract period, they shall be notified by Commission staff of the specific deficiencies. Provider will work, according to existing Commission policy, to develop and implement corrective actions and return to satisfactory standing.
- F. Provider will be notified in writing of their good standing with the Commission upon completion of this Agreement.

19. **LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.** Provider agrees to administer this Agreement in accordance with all applicable Commission policies, as well as any local, county, state, and federal laws, rules, and regulations applicable to its operations and shall comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire, safety, health, and sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. Provider shall keep in effect all licenses, permits, notices, and certificates required by law, and by this Agreement.

20. **CHILD ABUSE PREVENTION AND REPORTING.** Provider shall maintain current knowledge of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) requiring reporting of suspected abuse. Provider agrees to abide by all obligations, terms, and requirements of these laws and policies.

21. NONDISCRIMINATION.

- A. During the performance of this Agreement, Provider shall not unlawfully discriminate, harass, or allow harassment against any recipient of services, employee, or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, sexual preference, or use of leave authorized by law. Provider shall ensure that its evaluation and treatment of recipients of services, employees, and applicants for employment are free of such discrimination and harassment. Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f) set forth in Chapter 5 of 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. Provider shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.
- B. Provider shall comply with the following: Provisions of Title VI of the Civil Rights Act of 1964 (42 USC § 2000), as amended by the Equal Opportunity Act of March 24, 1972 (P.L. 92-261), Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), and all requirements imposed by the applicable Health and Human Services regulations (45 CFR, Part 84); and the Americans with Disabilities Act.
- C. Statement of Compliance. By signing this Agreement, Provider hereby certifies under penalty of perjury, as defined in California law, that Provider has, unless exempted, complied with the nondiscrimination requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

22. RELIGIOUS ACTIVITIES. Provider shall not, when conducting work funded by this Agreement: (A) discriminate against anyone in employment or hiring based on religion; (B) discriminate against any persons served based on religion; nor (C) provide any religious instruction, worship, or counseling.

23. SMOKE-FREE POLICIES. Provider shall prohibit the use of tobacco, marijuana, and e-cigarette (vape) on its premises. "Premises" shall include all property owned, leased, or occupied by Provider, including its offices and day care centers. When applicable, provider shall implement a comprehensive system of care for tobacco screening and referral to cessation services such as the California Smoker's Helpline.

24. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities, specifically including lobbying or to further the election or defeat of any candidate for public office. No funds provided

hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

25. RACIAL EQUITY, DIVERSITY & INCLUSION. Provider will strive to enhance institutional practices and procedures that utilize equity to improve outcomes for vulnerable populations. Provider will provide programs, services, and care that integrate and support diversity and inclusion among all families and children ages 0-5. CULTURAL COMPETENCE. Provider shall ensure that participants receive from all staff members' effective, conscious, and respectful care that is provided in a manner compatible with the target populations' cultural health beliefs and practices and their preferred language. Provider shall provide language assistance services to each participant with limited English proficiency, including having bilingual staff and/or interpreter services at all points of contact.

26. QUALITY CARE & PROFESSIONAL DEVELOPMENT. Provider shall ensure that the care and services being provided to the target population are in quality environments and promote developmentally appropriate interactions between adults and children. Care and services provided must align with local First 5 work, First 5 California initiatives (i.e., Improve and Maximize Programs so All Children Thrive IMPACT)) and California Department of Education (CDE) – California Preschool Learning Foundations and California Infant/Toddler Learning and Development Foundations. Provider shall utilize and promote the use of evidence based assessment tools (i.e. Desired Results Developmental Profile (DRDP)) to support the developmental continuum of children from early infancy to kindergarten. Provider shall regularly participate in relevant professional development opportunities offered by Yuba Sutter Colusa Childcare Planning Council.

27. INDEPENDENT PROVIDER. Both parties understand and agree that Provider is an independent contractor and that no relationship of employer-employee exists between the Commission and Provider. Neither Provider nor Provider's assigned personnel shall be entitled to any benefits payable to employees of the Commission.

28. PUBLIC RECORDS ACT. Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

29. GOVERNING LAW AND CHOICE OF FORUM. This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Yuba County. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

30. TERMINATION.

- A. Commission may terminate this Agreement for any reason on thirty (30) calendar days' written notice to the Provider. The Provider agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

- B. Either party may terminate this Agreement for a material breach of this Agreement. The other party must notify the defaulting party of such default in writing and provide not less than fifteen (15) days to cure the default. Such notice shall describe the default. If such default is not cured within the fifteen-day period (or such longer period as is specified in the notice), the contract will terminate at the end of the fifteen day period.
- C. This Agreement is subject to the Commission appropriating sufficient funds for the activities required of the Provider pursuant to this Agreement. If the Commission's adopted budget does not appropriate sufficient funds for this Agreement, the Commission may terminate this Agreement by giving thirty (30) days written notice to the Provider, in which event the Commission shall have no obligation to pay Provider any further funds or provide other consideration, and the Provider shall have no obligation to provide any further services under this Agreement.

31. INTEGRATION. This Agreement, including the language preceding the Agreement and the Agreement itself, represents the entire understanding of Provider and Commission as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may be amended only by written instrument signed by the Commission and Provider.

[Remainder of page intentionally left blank.]

32. AUTHORITY. By signing below, the parties to this Agreement represent that they have the authority to enter into this Agreement and that they agree to abide by the terms and conditions specified above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written.

**FIRST FIVE YUBA COMMISSION**

\_\_\_\_\_  
Commission Chair

\_\_\_\_\_  
Date

**OLIVEHURST PUBLIC UTILITIES DISTRICT**

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Date

**Approved as to Form:**

Master Agreement approved as to form via email by Commission Counsel on June 21, 2021

# SCOPE OF WORK – EVALUATION PLAN (SOW-EP)

# EXHIBIT A

<b>Objective 1:</b>	Increase physical activity and water safety among children aged 0-5 and their families
<b>Goal Area:</b>	All Children are healthy and maintain optimum health
<b>Desired Result:</b>	Increased frequency of physical activity
<b>Primary Target:</b>	Children ages 0 – 5 and their families

	<b>Activity Description</b>	<b>Assigned Staff</b>	<b>Performance Measure/Indicator &amp; Data Source/Assessment Tool</b>	<b>Annual Service Targets (unduplicated)</b>
<b>ACTIVITY 1.1</b>				
Water safety and physical activity	Use no-cost swimming lessons for children aged 0-5 to increase age-appropriate water safety practices		<p>Increase the percent of parents who report instances of physical activity with children</p> <p>The number of children aged 0-5 and parents/caregivers served through use of registration forms.</p> <p>Parent/child profiles and consent (Apricot) – OPUD will provide registration forms to First 5 Yuba for data entry and processing</p>	70 children ages 0-5 unduplicated per year, swim lessons
<b>ACTIVITY 1.2</b>				
Parent-child physical activities	No cost admission for children ages 0-5 during open swim.		<p>The number of children aged 0-5 and parents/caregivers served through use of registration forms.</p> <p>Parent/child profiles and consent (Apricot) – OPUD will provide registration forms to First 5 Yuba for data entry and processing</p>	2040 children ages 0-5, duplicated, per year
<b>ACTIVITY 1.3</b>				
Community and Family Outreach	Coordinate with community partner agencies and participate in promotional activities that encourage the positive effects of behaviors that affect a child’s ability to learn, be active, and stay healthy		Track all activities including but not limited to posters, printed materials, and social media through the use of a workshop/event log	4 events per year



Agency Name: Olivehurst Public Utility District  
 Project Title: OPUD Aquatics Program  
 Fiscal Lead Contact: John Tillotson, General Manager  
 Phone Number: (530) 682-1154  
 Email: [jtillotson@opud.org](mailto:jtillotson@opud.org)

		FISCAL YEAR: 2022 - 2023			
		TOTAL PROGRAM COSTS	APPLICANT FUNDING	IN KIND / OTHER FUNDING	COST TO FIRST 5 YUBA
<b>A. SALARIES &amp; BENEFITS</b>					
FTE	POSITION TITLE				
	Parks Maintenance Supervisor	\$5,000.00	\$5,000.00		\$0.00
	Parks Maintenance Worker	\$3,000.00	\$3,000.00		\$0.00
	Financial Manager	\$5,000.00	\$5,000.00		\$0.00
	Pool Manager & Life Guards	\$28,350.00	\$11,350.00		\$17,000.00
	Office Manager	\$1,000.00	\$1,000.00		\$0.00
	TOTAL SALARIES	\$42,350.00	\$25,350.00	\$0.00	\$17,000.00
	TOTAL BENEFITS	\$2,500.00	\$2,500.00		\$0.00
	<b>TOTAL SALARIES &amp; BENEFITS</b>	<b>\$44,850.00</b>	<b>\$27,850.00</b>	<b>\$0.00</b>	<b>\$17,000.00</b>
<b>B. OPERATING EXPENSES</b>					
	Office Expense	\$2,000.00	\$1,000.00	\$1,000.00	\$0.00
	Program Materials & Supplies (Chemicals, operating & pool supplies, insurance, etc.)	\$22,000.00	\$10,000.00	\$12,000.00	\$0.00
	Travel & Training (mandatory training for Life Guards and Pool Manager)	\$2,000.00	\$1,000.00	\$1,000.00	\$0.00
	Water, Sewer, Communication Utilities	\$2,000.00	\$1,000.00	\$1,000.00	\$0.00
	<b>TOTAL OPERATING EXPENSE</b>	<b>\$28,000.00</b>	<b>\$13,000.00</b>	<b>\$15,000.00</b>	<b>\$0.00</b>
<b>C. SUBCONTRACTS</b>					
	<i>SUBCONTRACTS - AGENCY NAME</i>				
		\$0.00			
		\$0.00			
	<b>TOTAL SUBCONTRACTS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>TOTAL DIRECT PROGRAM COSTS</b>	<b>\$72,850.00</b>	<b>\$40,850.00</b>	<b>\$15,000.00</b>	<b>\$17,000.00</b>
<b>D. INDIRECT COST (%)</b>					
	% of Grant	\$0.00			
	<b>TOTAL INDIRECT EXPENSES</b>	<b>\$0.00</b>			<b>\$0.00</b>
	<b>TOTAL PROGRAM BUDGET</b>	<b>\$72,850.00</b>			<b>\$17,000.00</b>

# Budget Narrative

# EXHIBIT C

**Agency Name:** Olivehurst Public Utility District

**Project Title:** Aquatics Program

**Project Period:** July 1, 2022 through June 30, 2023

Budget Section	FY 2022 – 2023	1-Year Total
<b>A. Salaries &amp; Benefits</b>	\$17,000.00	\$17,000.00
<b>B. Operating Expenses</b>	\$0.00	\$0.00
<b>C. Indirect Expenses @ 0.00 %</b>	\$0.00	\$0.00
<b>Total Budget</b>	<b>\$17,000.00</b>	<b>\$17,000.00</b>
A. Salaries & Benefits	FY 2022 – 2023	1-Year Total
<b>Title: Seasonal Pool Manager and Lifeguards up to 3 FTE</b>  <b>Duties Description:</b> Pool Manager, oversees in-service training and safety auditing programs, ensuring compliance as it relates to staff training and facility operations items. Ensure a safe environment for customers by enforcing rules, mentoring/training guards, and other duties as necessary.  Lifeguards, under the general supervision of the Pool Manager, perform activities related to lifeguarding, pool safety, general cashiering, and teaching swim lessons.  \$15 - \$20/hr. x 32 hrs./wk. x 9 weeks x 3 FTE staff = \$12,960 - \$17,280 not to exceed \$17,000.00	\$17,000.00	\$34,000.00
B. Operating Expenses	FY 2022 – 2023	1-Year Total
Operating Expenses for this project are not budgeted through First 5 Yuba Funds	\$0.00	\$0.00
<b>Total Operating Expenses:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Direct Program Cost:</b>	<b>\$17,000.00</b>	<b>\$17,000.00</b>
C. Indirect Expenses	FY 2022 – 2023	1-Year Total
Indirect Expenses for this project are not budgeted through First 5 Yuba Funds	\$0.00	\$0.00
<b>Total Indirect:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Program Budget</b>	<b>\$17,000.00</b>	<b>\$17,000.00</b>