



Topic: **Authority Board Agenda Item 6-1**

2017 Nov 20

Subject: **Sites History Project by Family Water Alliance**

Requested Action:

Consider approval of a modification to the Family Water Alliance contract for cultural resource support activities for the Sites Cemetery and history project.

Consider authorizing the general manager to sign the contract amendment on behalf of the Sites Project Authority

Detailed Description/Background:

The proposed modification would extend the Family Water Alliance’s contract period of performance to June 30, 2018 (7 additional months) and add an additional \$21,000 (\$3,000 per month). The Scope of Services will remain consistent with the original contract’s scope with the additional effort used to incorporate additional information being made available to Family Water Alliance.

Prior Authority Board Action:

The Authority Board approved the original agreement with Family Water Alliance at the March 6, 2017 Authority Board meeting. The original agreement period of performance was from April 1, 2017 through November 30, 2017 (8 months) and was for a total contract value not to exceed \$20,000.

Fiscal Impact/Funding Source:

The contract amendment amount is within the budgeted amount in the fiscal year 2018 budget.

The total contract amount (original plus this amendment) is within the budgeted amount in the previously-approved Phase 1 Budget.

Staff Contact:

Kevin Spesert

Attachments:

Attachment 6-1: Draft Contract and Statement of Services

Agreement for Services

This Agreement ("Agreement") is entered this 1st day of December 2017, by and between Family Water Alliance, Inc. hereinafter referred to as "FWA", and Sites Project Authority, hereinafter referred to as the "Authority" or "Client".

The Authority hereby engages FWA to provide services described herein under "Scope and Manner of Services." FWA hereby agrees to provide the Authority with such services in exchange for consideration described herein under "Payment for Services Rendered."

Scope and Manner of Services

Services to Be Rendered by FWA:

- FWA will develop and maintain a database of the Sites Cemetery, located in western Colusa County
- FWA will facilitate the development of user-friendly system that will allow local family participation in creation and location, and current relationships, of the occupants of the Site's Cemetery. FWA will utilize available genealogical research
- FWA will host or coordinate meetings to talk about the progress of the research and development of the data base at our office in Maxwell, located at 105 Oak Street. FWA Will record meeting notes and public input received, which will be to the Authority. This will include any photographs and printed material developed
- FWA will continue research in order to develop a proposal about graves and burial grounds that exist outside of the Sites Cemetery, including recently discovered articles regarding research done in the 1950s, utilizing available genealogical research
- FWA staff will meet with staff at Metropolitan Water District in regards to the archeological and historical work developed on the Diamond Valley Lake project and other projects deemed to be critical to the history project
- Will conduct both oral and filmed interviews with individuals critical to the Sites Valley and California water system.
- FWA staff will develop a proposal for the use of filmed interviews and the creation and use of films created by FWA.
- FWA will submit a monthly progress to the Authority's Board of Directors, which will outline the progress of the research deliverables and data recorded

This scope of work consists solely of 'desk-top' studies augmented by visual site inspections. No field or on-site exploratory work will be performed and all work will comply with applicable statutes. The deliverables are expected to augment the Authority's work and be complimentary

with the Authority's efforts to prepare its environmental documents and acquire applicable permits.

Term of Agreement

The term of this Agreement will commence December 1, 2017 and shall remain in effect for a period of seven (7) months ending on June 30, 2018. The work to be performed by FWA shall commence on or shortly after execution of this Agreement, barring circumstances not within FWA's control.

Payment for Services Rendered

The Client shall pay FWA for services rendered in the amount of \$3,000.00 per month for the duration of seven (7) months, for a total not-to-exceed \$21,000.00. FWA will invoice the Authority by the first Monday of every month for the duration of this agreement.

Applicable Law

This Agreement will be governed by and construed in accordance with the laws of the County of Colusa in the State of California and any applicable Federal law.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

Dated: _____

Family Water Alliance, Inc. (FWA)

By: _____

Nadine Bailey, Chief Operations Officer

Dated: _____

Sites Joint Power Authority

By: _____

General Manager