



A Friend to the Environment

Agenda Date: 6-11-15  
Agenda Item: 8P

Approved:

Neal B. Allen  
District Manager

# STAFF REPORT

**TO:** Mt. View Sanitary District Board of Directors  
**FROM:** Neal Allen, District Manager  
**DATE:** June 11, 2015  
**SUBJECT:** Lindsay Wildlife Experience Consulting Services Agreement

---

## RECOMMENDATION

Approve the agreement with Lindsay Wildlife Experience and authorize the Board President to execute the Consulting Services Agreement with Lindsay Wildlife Experience for Wetlands Fieldtrip Program Services in an amount not to exceed \$28,600.

## BACKGROUND

Lindsay Wildlife Museum has been renamed Lindsay Wildlife Experience to better align its name to its mission of "Connecting people with wildlife to inspire respect and responsibility for the world we share." Perfectly consistent with their mission, Lindsay Wildlife Experience, in partnership with MVSD, provides a high quality field experience for school children in the Martinez area and school Districts outside of the MVSD service area. Due to the continuing teaching excellence of the Lindsay Wildlife Museum staff, the Wetlands Field Trip Program has gained a notable reputation for professionalism, quality, and enthusiasm as evidenced by the numerous awards MVSD has won over the years for its public education program.

## DISCUSSION

District staff has re-negotiated the attached Agreement with Lindsay Wildlife Museum for FY 2015-2016 setting forth the scope of services and compensation. This written Agreement memorializes the relationship the District has had with Lindsay

Subject: Lindsay Wildlife Experience Consulting Services Agreement

Date: June 11, 2015

Page 2 of 2

---

Wildlife for many years. The form of the Agreement is our standard Consulting Services Agreement with certain modifications negotiated and agreed to by both parties. District Counsel has reviewed the current agreement and recommends its approval. Exhibit "A" to the Agreement sets forth the scope of services and Exhibit "B", the compensation. The terms of the FY 2015-2016 agreement are unchanged from the FY 2014-2015.

### **FINANCIAL IMPACT**

The proposed Fiscal Year 2015-2016 budget includes funding for this agreement and the Wetlands Fieldtrip Program in Fund 3409.

### **STAFF RECOMMENDATION**

Staff recommends authorizing the Board President to execute the Agreement.

Attachment: Standard consulting services agreement with Lindsay Wildlife Museum

**MT. VIEW SANITARY DISTRICT**  
**CONSULTING SERVICES AGREEMENT**

1. Special Conditions:

- A) Consultant's Name & Address: Lindsay Wildlife Experience, 1931 First Avenue, Walnut Creek, California 94597-2540
- B) Effective Date: July 1, 2015
- C) Payment Limit: \$28,600.00
- D) Completion Date: June 30, 2016

2. Signatures: These signatures attest the parties' agreement hereto:

MT. VIEW SANITARY DISTRICT

CONSULTANT

BY \_\_\_\_\_  
Gregory T. Pyka, Board President

BY \_\_\_\_\_  
Education Director  
Lindsay Wildlife Experience

- 3. Parties: Effective on the above date, the Mt. View Sanitary District ("District") and Consultant mutually agree and promise as follows.
- 4. Employment: Mt. View Sanitary District hereby employs Consultant, as an independent agent, and Consultant accepts such employment, to perform the professional services described in Exhibit A included herein by reference, upon the terms and in consideration of the payments stated herein.
- 5. Scope of Service: Scope of services shall be as described in Exhibit A, attached hereto and made a part hereof by this reference.
- 6. Insurance: Consultant shall, at no cost to the District obtain and maintain during the term hereof: (a) Workers' Compensation Insurance pursuant to State Law, and (b) Comprehensive General Liability Insurance including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$2,000,000.00 for all damages due to bodily injury, sickness or disease, or death to any person and damage to property, including the loss of use thereof, arising out of each accident or occurrence. Consultant shall furnish evidence of such coverage, naming the Mt. View Sanitary District, its officers and employees as additional insured and requiring 30 days written notice of policy lapse or cancellation. District shall, at no cost to consultant, maintain General Liability Insurance with an occurrence limit of at least \$2,000,000.00, naming Consultant and its officers and employees as additional insured and requiring 30 days written notice of policy lapse or cancellation.
- 7. Payment: The Mt. View Sanitary District shall pay the Consultant for professional services performed at the rates shown in Exhibit B, which include all overhead and incidental expenses, for which no additional compensation shall be allowed. In no event shall the total amount paid to the Consultant exceed the payment limit specified in Sec. 1 C) without prior written approval of the District Manager, Mt. View Sanitary District. Consultant's statement of charges shall be submitted at convenient intervals. Payment will be made within sixty (60) days after receipt of each statement.
- 8. Status: The Consultant is an independent contractor and shall not be considered an employee of the

Mt. View Sanitary District.

9. Time of Completion. Unless the District extends the time in writing, the Consultant shall complete all services covered by this agreement no later than the completion date listed above. Interim completion dates, if any, will be established as shown in Exhibit A, attached hereto and made a part hereof by this reference.
10. Record Retention. Except for materials and records delivered to the District, the Consultant shall retain all material and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least three (3) years after Consultant's receipt of the final payment under this Agreement. Upon request by the District, the Consultant shall make such materials and records available to the District at no additional charge and without restriction or limitation on their use. The Consultant shall also make such materials and records available to authorized representatives of the State and Federal Governments at no additional charge.
11. Documentation: The Consultant shall furnish to the District such information as is necessary to enable the District to monitor the performance of this Agreement.
12. Ownership of Documents: All materials and records of a finished nature, such as final reports prepared or obtained in the performance of this Agreement shall be delivered to the District. All materials of a preliminary nature, such as working papers prepared or obtained in the performance of this Agreement, shall be made available, upon request, to the District.
13. Extra Work: The Consultant shall be paid for the extra work at a rate mutually agreed on prior to commencement of the extra work. In no event shall the Consultant be entitled to compensation for extra work unless the District prior to the commencement of the extra work has executed a written authorization or change order describing the work and payment terms.
14. Termination by The District and Consultant: At its option, the District and Consultant shall have the right to terminate this Agreement at any time by written notice to each party, whether or not the District or the Consultant is then in default. Upon such termination, the Consultant shall, without delay, deliver to the District all materials and records prepared or obtained in the performance of this Agreement and shall be paid, without duplication, all amounts due for the services rendered up to the date of termination.
15. Abandonment By District and Consultant: In the event that the District or the Consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the services described in this Agreement, the Consultant shall, without delay, deliver to the District all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the value of the services performed up to the time of cessation or abandonment.
16. Breach: In the event that the Consultant fails to perform any of the services described in this Agreement or otherwise breaches this Agreement, the District shall have the right to pursue all remedies provided by law or equity. Any dispute relating to the performance of this Agreement shall not be subject to non-judicial arbitration.
17. Compliance with Laws: In performing this Agreement, the Consultant shall comply with all applicable laws, statutes, ordinances, rules and regulations, whether federal, state or local in origin.
18. Assignment: This Agreement shall not be assignable or transferable in whole or in part by the Consultant, whether voluntarily, by operation of law or otherwise provided, however, the Consultant shall have the right to sub-contract that portion of the services for which the Consultant does not have the facilities to perform so long as the Consultant notifies the District of such sub-contracting prior to

execution of this Agreement. Any other purported assignment, transfer or sub-contracting shall be void.

19. Indemnification: The Consultant shall defend, indemnify, save and hold harmless the District and its agents, officers and employees from any and all claims, costs and liability for any damages, injury or death arising directly or indirectly from or connected with the services provided hereunder, due to or claimed or alleged to be due to negligent or wrongful acts, errors or omissions or other legal responsibility of Consultant or any person under its control, save and except claims or litigation arising through the sole negligence or sole willful misconduct of the District.
20. Heirs, Successor and Assigns: Except as provided otherwise in Section 19 above, this Agreement shall insure to the benefit of and bind the heirs, successors, executors, personal representatives and assigns of the parties.
21. Conflicting Terms: In the event of any conflict between the terms of this Consulting Services Agreement and those found in any Exhibit attached hereto, the terms found in this Consulting Services Agreement shall be controlling

Attachment: Exhibit A; Exhibit B

EXHIBIT "A"  
TO CONSULTING SERVICES AGREEMENT BETWEEN LINDSAY WILDLIFE EXPERIENCE (LWE) AND  
MT. VIEW SANITARY DISTRICT (MVSD)

SCOPE OF SERVICES

Lindsay Wildlife Experience (LWE) will provide program curriculum associated with the Wetlands Field Trip (WFT) Program that is grade appropriate and coordinated with the California State Science Framework. The "standard WFT program" is defined as a 4 hour field trip program for up to 40 students. The standard WFT program will have 4 trained teachers and maintain a teacher to student maximum ratio of 1:10.

LWE will also provide "Special WFT programs" as defined as any program that is outside the standard 4 hour, 4 teacher field trip and allows for flexibility in meeting any special needs of the classrooms. Programs that are less than or more than 4 hours and/or use fewer or more than 4 trained teachers will be billed at a separate rate than the standard.

LWE will provide qualified, trained staff teachers to present these programs. The LWE staff teachers are under the direction of LWE. All salaries, payroll taxes, any benefits and liability insurance are the responsibility of LWE. LWE will also provide appropriate direction and training associated with the WFT programs necessary for teacher / student safety and delivery of the curriculum.

LWE will invoice MVSD for all expenses associated with delivery of programs on a monthly basis. (See Exhibit B)

LWE will provide natural history specimens for WFT programs. All natural history specimens and any other LWE materials used for program delivery will be returned to LWE at the conclusion of the programs. MVSD will maintain the safety and security of the natural history specimens while on MVSD site.

LWE will provide a LWE staff representative to coordinate, schedule LWE teachers and oversee all programs and curriculum delivered by LWE at MVSD.

MVSD will provide access and use of the Interpretive Center for LWE staff teachers to administer programs.

MVSD will provide LWE staff with appropriate safety and evacuation procedure training for the Interpretive Center.

MVSD will provide a "Staff Liaison" (usually the MVSD Administrative Assistant or the District Biologist in absence of the Administrative Assistant) that will schedule all WFT programs with teachers, notify LWE once programs are scheduled in a timely fashion, serve as a conduit for communications between LWE and MVSD, and notify LWE of any program cancellations in a timely fashion.

MVSD will provide appropriate restroom facilities and maintain these facilities for all participants of the wetland field trip programs. In addition there will be hand washing or waterless hand sanitizer available for use to all participants of these programs.

MVSD will provide program materials and supplies needed for the LWE teachers to carry out the field trip programs. An inventory list will be supplied for the LWE teacher's use in ordering program supplies. The LWE will designate a single LWE teacher or "Supplies Coordinator" for the school year to work directly with the MVSD Administrative Assistant (or District Biologist if the Administrative Assistant is unavailable) to maintain and stock all necessary materials and supplies.

MVSD will provide to LWE a WFT Program Annual Report detailing the program statistics for the program year.

EXHIBIT "B"  
TO CONSULTING SERVICES AGREEMENT BETWEEN LINDSAY WILDLIFE EXPERIENCE AND  
MT. VIEW SANITARY DISTRICT

PAYMENT RATES

Mt. View Sanitary District agrees to pay Lindsay Wildlife Experience \$550 for every 4-hour program that requires five (5) teachers, \$440 for every 4-hour program that requires four (4) teachers, \$385 for every 4 hour program that requires three (3) teachers, and \$275 for every 4-hour program that requires two (2) teachers. Lindsay Wildlife Experience teachers will arrive 30 minutes before the scheduled start time for the field trip and stay until all materials are cleaned and put away and the interpretive center is clean and locked.

Mt. View Sanitary District agrees to pay 50% (one-half) of the program fee when programs are cancelled after 8 am or too late to inform Lindsay Wildlife Experience teachers before leaving for the Interpretive Center. There will be no payment due when programs are cancelled early enough to notify Lindsay Wildlife Experience teachers before they leave for the program.

Payment for "Special Programs" is defined as any program that is outside the standard field trip or classroom size requirements and allows for flexibility in meeting any special needs of the classrooms and will be agreed upon between Lindsay Wildlife Experience staff representative and the MVSD District Biologist before the program date.

Mt. View Sanitary District agrees to pay Lindsay Wildlife Experience for needed on-going training for teachers at a rate of \$20 per person per hour. The hourly rate of \$25/hour will be invoiced to Mt. View Sanitary District for Lindsay Wildlife Experience staff representative's time for training or special programming.

Lindsay Wildlife Experience will invoice Mt. View Sanitary District at the end of each month for programs completed during that month. These invoices are due payable to Lindsay Wildlife Experience.

Mt. View Sanitary District will provide program materials and supplies needed for the LWE teachers to carry out the field trip programs. An inventory list and order form will be supplied for the Supplies Coordinator's use in ordering supplies via the Mt. View Sanitary District's Administrative Assistant.

Mt. View Sanitary District agrees to pay Lindsay Wildlife Experience \$20/week for on-going supply and program material ordering and maintenance. Lindsay Wildlife Experience will invoice Mt. View Sanitary District at the end of each month for the supply coordinator's services completed during that month.