



## SERVICE AGREEMENT NO. 4750

### Water Conservation Education

THIS **Water Conservation Education Service Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Nueces River Authority ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Water Conservation Education in response to Request for Bid/Proposal No. 4750 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. **Scope.** Contractor will provide Water Conservation Educations ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.

2. **Term.**

(A) The Term of this Agreement is one year beginning on the date provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.

(B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the Term or final Option Period, continue on a month-to-month basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' written notice to the other Party.

3. **Compensation and Payment.** This Agreement is for an amount not to exceed \$61,125.23, subject to approved extensions and changes. Payment will be made

for Services performed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi  
Attn: Accounts Payable  
P.O. Box 9277  
Corpus Christi, Texas 78469-9277

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Diana Zertuche-Garza  
Department: CCW  
Phone: (361) 826-1827  
Email: DianaZ@cctexas.com

**5. Insurance; Bonds.**

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this

Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

- 6. Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.
- 7. Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.
- 8. Warranty.**

  - (A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.
  - (B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
  - (C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.
- 9. Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

10. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
12. **Subcontractors.** In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.
13. **Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
14. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
15. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
16. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Corpus Christi  
Attn: Diana Zertuche- Garza  
Title: Contract/Funds Administrator  
Address: 13101 Leopard Street, Corpus Christi, Texas 78410  
Phone: (361) 826-1827  
Fax: (361) 826-4495

**IF TO CONTRACTOR:**

Nueces River Authority  
Attn: Robin Murray  
Title: Chief Financial Officer  
Address: 539 S. Hwy. 83, Uvalde, Texas 78801-5332  
Phone: (830) 278-6810

Fax: N/A

**17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

**18. Termination.**

(A) The City may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.

(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

**19. Owner's Manual and Preventative Maintenance.** Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

- 20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
  - B. its attachments;
  - C. the bid solicitation document including any addenda (Exhibit 1); then,
  - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

**27. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

**CONTRACTOR**

Signature: Robin Murray

Printed Name: Robin Murray

Title: CFO

Date: 4-18-23

**CITY OF CORPUS CHRISTI**

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Josh Chronley  
Assistant Director of Finance - Procurement

Date: \_\_\_\_\_

**Attached and Incorporated by Reference:**

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance and Bond Requirements
- Attachment D: Warranty Requirements

**Incorporated by Reference Only:**

- Exhibit 1: RFB/RFP No. 4750
- Exhibit 2: Contractor's Bid/Proposal Response

## **Attachment A- Scope of Work**

### **Water Conservation Education Proposal**

#### **Scope of Work for Water Conservation Education to 5<sup>th</sup> Grade Public School Students in the City of Corpus Christi for the 2023-2024 School Year**

**From  
Nueces River Authority  
539 S Hwy 83  
Uvalde, TX 78801-5332**

**March 27, 2023**

The Nueces River Authority works to strengthen the appreciation of water resources in the Nueces Basin and neighboring Oso Creek and Baffin Bay Watersheds and the symbiotic relationship between land and water. Our classroom education program uses a watershed model and other hands-on activities to show students how pollutants enter and contaminate rivers, bays, and aquifers and how everyone can help protect and conserve water resources. We recently developed a plastic relief model, the Oso Creek Watershed, for use in the Corpus Christi area schools. In addition to the educational programming, we share our Up2U litter prevention campaign with students to promote personal responsibility for clean rivers. NRA's education program is a recognized winner, receiving the National Wetlands Award in 2004 and the Texas Environmental Excellence Award in 2008.

#### **PROJECT AREA.**

The proposed education and outreach efforts will focus on 5<sup>th</sup> grade classes in Corpus Christi public schools, reaching a total of approximately **4021** students to include **202** 5<sup>th</sup> grade classes. NRA provided education outreach to CCISD and London ISD in 2022. However, there are four other districts within the city that were unable to participate in this program due to limited funding. The proposed outreach program would include all six districts and add two additional educators.

- Corpus Christi ISD (2,745 students)
- London ISD (120 students)
- Tuloso-Midway ISD (291 students)
- Calallen ISD (294 students)
- West Oso ISD (175 students)
- Flour Bluff ISD (396 students)

#### **METHODS.**

NRA staff will schedule all classroom presentations with each participating campus. Once scheduled, NRA's certified educators will provide a pre-presentation packet to teachers. On the scheduled day, NRA teaching staff will utilize Nueces River Authority's aquifer model, seven ft-long scaled relief model of the Oso Creek Watershed, and award-winning science curriculum (exhibited in Attachment A) to demonstrate water conservation, watershed function, non-point source pollution, and the relationship between creeks, aquifers, and the bay. NRA teaching staff will deliver a slideshow presentation to introduce the subject matter, to discuss the importance of water conservation and then gather students around the models for an interactive demonstration. Following the demonstration, NRA's certified educators will ask students to commit to at least three ways they can conserve water each day and sign a litter prevention pledge. Each student will receive an Up2U litter bag. NRA's certified educators will provide follow-up coursework for students to test their subject matter retention. All resource material will reflect sponsorship by the City of Corpus Christi Water.

The curriculum reinforces 5th grade Texas Essential Knowledge and Skills and cultivates students' understanding of our water resources, including watersheds and river basins. This interactive, **90-minute**, hands-on lesson helps students see where their water comes from and where it goes. Participants can identify where they live on the model and see how their activities impact the health of the water resources in the whole watershed and beyond. Students are also encouraged to become personally responsible for keeping our water clean through our Up2U water conservation and litter prevention campaign.



*Students at Club Estates Elementary School gathered around the Oso Creek Watershed Model.*



*Students at Blanche Moore Elementary are showing off their Up2U bags.*

#### OUTCOMES/ FOLLOW UP COURSEWORK

All students reached will be asked to commit to three ways they will conserve water and sign an Up2U pledge to signify their commitment to addressing litter on our rivers, creeks, bays, and beaches. In addition, students are asked to illustrate their understanding of their watershed and their role in its protection. We will also provide follow up activities (crosswords/word searches) that reinforces the subject matter and pertinent vocabulary. The annual program report will include pledges, select artwork, program evaluations and the total number of students and schools reached.

## Attachment B - Budget/Pricing Schedule

PROJECT BUDGET BY ISD:

### CCISD 5th Grade School Watershed Education

BUDGET CATEGORIES:	BUDGET	
a. Personnel/Salary	\$	26,254.00
b. Fringe Benefits	\$	4,308.18
c. Travel	\$	6,490.00
d. Supplies	\$	606.14
e. Equipment	\$	-
f. Contractual	\$	-
g. Construction	\$	-
h. Other	\$	-
i. Total Direct Costs (sum of a thru h)	\$	37,738.32
j. Indirect Costs	\$	3,773.83
k. Total (sum of i & j)	\$	41,512.15

<b>Total Students Reached</b>	<b>2,745</b>
<b>Est. Cost/Student</b>	<b>\$ 15.13</b>

### London ISD 5th Grade School Watershed Education

BUDGET CATEGORIES:	BUDGET	
a. Personnel/Salary	\$	1,194.00
b. Fringe Benefits	\$	197.01
c. Travel	\$	300.00
d. Supplies	\$	30.00
e. Equipment	\$	-
f. Contractual	\$	-
g. Construction	\$	-
h. Other	\$	-
i. Total Direct Costs (sum of a thru h)	\$	1,721.01
j. Indirect Costs	\$	172.10
k. Total (sum of i & j)	\$	1,893.11

<b>Total Students Reached</b>	<b>120</b>
<b>Est. Cost/Student</b>	<b>\$ 15.78</b>

## Tuloso-Midway ISD 5th Grade School Watershed Education

BUDGET CATEGORIES:	BUDGET
a. Personnel/Salary	\$ 2,895.45
b. Fringe Benefits	\$ 477.75
c. Travel	\$ 525.00
d. Supplies	\$ 72.75
e. Equipment	\$ -
f. Contractual	\$ -
g. Construction	\$ -
h. Other	\$ -
i. Total Direct Costs (sum of a thru h)	\$ 3,970.95
j. Indirect Costs	\$ 397.10
k. Total (sum of I & j)	\$ 4,368.05

Total Students Reached	291
Est. Cost/Student	\$ 15.01

## Calallen ISD 5th Grade School Watershed Education

BUDGET CATEGORIES:	BUDGET
a. Personnel/Salary	\$ 2,925.30
b. Fringe Benefits	\$ 482.67
c. Travel	\$ 600.00
d. Supplies	\$ 73.50
e. Equipment	\$ -
f. Contractual	\$ -
g. Construction	\$ -
h. Other	\$ -
i. Total Direct Costs (sum of a thru h)	\$ 4,081.47
j. Indirect Costs	\$ 408.15
k. Total (sum of I & j)	\$ 4,489.62

Total Students Reached	294
Est. Cost/Student	\$ 15.27

## West Oso ISD 5th Grade School Watershed Education

BUDGET CATEGORIES:	BUDGET
a. Personnel/Salary	\$ 1,741.25
b. Fringe Benefits	\$ 287.31
c. Travel	\$ 420.00
d. Supplies	\$ 43.75
e. Equipment	\$ -
f. Contractual	\$ -
g. Construction	\$ -
h. Other	\$ -
i. Total Direct Costs (sum of a thru h)	\$ 2,492.31
j. Indirect Costs	\$ 249.23
k. Total (sum of I & j)	\$ 2,741.54

Total Students Reached	175
Est. Cost/Student	\$ 15.67

## Flour Bluff ISD 5th Grade School Watershed Education

BUDGET CATEGORIES:	BUDGET
a. Personnel/Salary	\$ 3,940.20
b. Fringe Benefits	\$ 650.13
c. Travel	\$ 875.00
d. Supplies	\$ 99.00
e. Equipment	\$ -
f. Contractual	\$ -
g. Construction	\$ -
h. Other	\$ -
i. Total Direct Costs (sum of a thru h)	\$ 5,564.33
j. Indirect Costs	\$ 556.43
k. Total (sum of I & j)	\$ 6,120.76

Total Students Reached	396
Est. Cost/Student	\$ 15.46

**Total Project Budget: \$61,125.23**

## ATTACHMENT A

TEKS comprehensively covered by the curriculum include:

Kindergarten TEKS K.1(B), K.2(A), K.2(E), K.3(A), K.3(B), K.3(C), K.6(D), K.7(B), K.7(C), K.9(B) Key points: Impact of littering; water as a natural resource and basic need.

First Grade TEKS 1.1(B), 1.2(A), 1.2(C), 1.2(E), 1.3(A), 1.3(B), 1.6(A), 1.6(C), 1.7(B), 1.9(C) Key points: streams, lakes, oceans; conservation and reuse or recycling of paper, plastic, and metals.

Second Grade TEKS 2.1(B), 2.2(A), 2.2(E), 2.2(F), 2.3(A), 2.3(C), 2.5(B), 2.7(B), 2.7(C), 2.9(A), 2.9(B), 2.9(C) Key points: fresh water and salt water; how living things are affected by their environment.

Third Grade TEKS 3.1(B), 3.2(F), 3.3(A), 3.3(B), 3.3(C), 3.5(B), 3.5(C), 3.6(A), 3.6(C), 3.7(A), 3.7(C), 3.8(B), 3.9(A), 3.9(B), 3.9(C), 3.10(A) Key points: states of matter (water) solid, liquid, gas; intro to condensation (prelim to water cycle).

Fourth Grade TEKS 4.1(B), 4.2(A), 4.3(A), 4.3(B), 4.3(C), 4.5(A), 4.6(A), 4.7(A), 4.7(B), 4.7(C), 4.8(B), 4.9(B), 4.10(A) Key points: water cycle (now introduced in 4th grade); the importance of models and their limitations. Covered:

5th Grade TEKS - FIRST SCIENCE STAAR TEST 5.1(B), 5.2(D), 5.2(F), 5.3(A), 5.5(A), 5.5(C), 5.7(B), 5.8(B), 5.9(A), 5.9(B), 5.9(C) Key points: landforms because of changes by water and wind; sun and oceans interaction in water cycle; Impact of humans on ecosystems.

Sixth Grade TEKS 6.1(B), 6.2(B), 6.2(E), 6.3(B), 6.3(C), 6.8(B), 6.12(F) Key points: advantages and limitations of models representing the real world; ecosystems.

Seventh Grade TEKS 7.1(B), 7.3(B), 7.3(C), 7.4(A), 7.5(B), 7.8(A), 7.8(B), 7.8(C), 7.10(B) Key points: effects of human activity on groundwater and surface water in a watershed; weathering, erosion, and deposition.

Eight Grade TEKS – SECOND SCIENCE STAAR TEST 8.1(B), 8.2(B), 8.2(E), 8.3(A), 8.3(B), 8.3(C), 8.9(C), 8.11(B), 8.11(C) Key Points: topographic maps; runoff water; effects of short and long-term environmental changes.

Key point ALL grade levels: make informed choices in the conservation, disposal, and recycling of materials

## **Attachment C – Insurance Requirements**

No insurance is required for this service agreement.

## **Attachment D - Warranty Requirements**

"No warranty required for this Agreement."