AGENDA

SPECIAL MEETING OF THE EXTERNAL AFFAIRS COMMITTEE 
OF THE BOARD OF DIRECTORS 
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA 
4040 PARAMOUNT BLVD., LAKEWOOD, CALIFORNIA 90712 
12:30 P.M., FRIDAY, MARCH 16, 2018

1. DETERMINATION OF A QUORUM

2. PUBLIC COMMENT 
Pursuant to Government Code Section 54954.3

3. APPROVE MINUTES OF THE SPECIAL MEETING OF JANUARY 24, 2018 
Staff Recommendation: The External Affairs Committee approve the minutes from the Special Meeting on January 24, 2018.

4. LEGISLATIVE REPORT 
Staff Recommendation: For discussion and possible action.

5. AUTHORIZE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT FOR OUTREACH PROGRAM WITH THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG) 
Staff Recommendation: The External Affairs Committee recommends the Board of Directors approve a contract extension, for approval as to form by District Counsel, with the SBCCOG for an amount not to exceed $65,000 and for an associated time extension through June 30, 2019.

6. AUTHORIZE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT FOR WRD ECO GARDENING CURRICULUM DEVELOPMENT AND CLASSES WITH GREEN MEDIA CREATIONS CONTRACT AMENDMENT NO. 1 WITH GREEN MEDIA CREATIONS 
Staff Recommendation: The External Affairs Committee recommends the Board of Directors approve amendment No.1, for approval as to form by District Counsel, with Green Media Creations for an additional contract amount not to exceed $100,000.00 and expiring on June 30, 2019.
7. **APPROVE COMMITTEE MEMBER LEVEL SPONSORSHIP FOR THE LOS ANGELES BUSINESS COUNCIL (LABC) SUSTAINABILITY SUMMIT**

*Staff Recommendation:* The External Affairs Committee recommends the Board of Directors approve WRD’s conference sponsorship participation to the Los Angeles Business Council for an amount not to exceed $5,000.

8. **APPROVE EARTH DAY SPONSORSHIP FOR THE FRIENDS OF THE LOS ANGELES RIVER (FOLAR) – THE GREAT LA RIVER CLEANUP EVENT**

*Staff Recommendation:* The External Affairs Committee recommends the Board of Directors to approve WRD’s Earth Day sponsorship participation with FOLAR for an amount not to exceed $1,500.

9. **SOCIAL MEDIA UPDATE**

*Staff Recommendation:* For discussion and possible action.

10. **DEPARTMENT REPORT**

*Staff Recommendation:* The External Affairs Committee receive and file the report.

11. **DIRECTORS REPORTS, INQUIRIES AND FOLLOW-UP OF DIRECTIONS TO STAFF**

12. **ADJOURNMENT**

The External Affairs Committee will adjourn to the next regularly scheduled meeting of April 9, 2018.

Agenda posted by Senior Administrative Specialist Sherri Brown on March 15, 2018. In compliance with ADA requirements, this document can be made available in alternative formats upon request.
MINUTES OF JANUARY 24, 2018
SPECIAL MEETING OF THE EXTERNAL AFFAIRS COMMITTEE
OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

A special meeting of the External Affairs Committee of the Board of Directors of the Water Replenishment District of Southern California was held on January 24, 2018 at 1:06 p.m., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Director Willard H. Murray, Jr. called the meeting to order and presided thereafter. Senior Administrative Specialist Sherri Brown recorded the minutes.

1. DETERMINATION OF A QUORUM
A quorum was present, which included:
Committee: Committee Chair and Secretary Willard H. Murray, Jr.; President John D. S. Allen, Vice President Sergio Calderon, Treasurer Albert Robles, and Director Robert Katherman
Staff: Ken Ortega; Pete Brown; Angie Mancillas; H. Francisco Leal
Public: Rick Taylor – Dakota Communications

2. PUBLIC COMMENT
Pursuant to Government Code Section 54954.3
None.

3. SELECTION OF EXTERNAL AFFAIRS LEGISLATIVE ADVOCACY FIRM
Manager of External Affairs Pete Brown presented the overview of this item. He stated that on November 13, 2017 during the Legislative Retreat, a discussion was held regarding gaining additional legislative support in 2018. He proceeded to provide an overview of the submitted RFQ and provided a score sheet developed for the two respondents, along with an explanation to the Committee of the assessment process used to make the selection. External Affairs staff member
Angie Mancillas provided additional information regarding the assessment process and respondents. Discussion followed.

Upon a motion duly made by Vice President Calderon, seconded by Treasurer Robles, and having Director Katherman abstain, by roll call vote, it was

RESOLVED: The External Affairs Committee recommends that the Board of Directors approve the selection of Lange, Hanson, O’Malley and Miller for State advocacy support services.

Ayes: 4
Noes: 0
Absent: 0
Abstain: 1

This will be a regular item on the agenda of the Board of Directors meeting.

4. DEPARTMENT REPORT
None.

5. DIRECTORS REPORTS, INQUIRIES AND FOLLOW-UP OF DIRECTIONS TO STAFF
None.

6. ADJOURNMENT
There being no further business to come before the Committee, a motion was made by Director Katherman and seconded by Treasurer Robles to adjourn the meeting at 1:30 P.M.

________________________________________
Chair

ATTEST:

________________________________________
Member

Approved in minutes of:

_____________________________
MEMORANDUM
ITEM NO. 4

DATE: MARCH 16, 2018
TO: EXTERNAL AFFAIRS COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: LEGISLATIVE REPORT

SUMMARY
Verbal reports on current legislation will be provided by Sacramento and Washington D.C. advocates, respectively.

State Legislative Calendar

2018
MARCH
Mar. 22 - Spring Recess begins upon adjournment.
Mar. 30 - Cesar Chavez Day observed.

APRIL
April 2 – Legislature Reconvenes from Spring Recess.
April 27 – Last day for policy committees to hear and report to fiscal committees on fiscal bills introduced in their house.

MAY
May 11 – Last day for policy committees to hear and report to the floor on non-fiscal bills introduced in their house.
May 18 – Last day for policy committees to meet prior to June 4.

FISCAL IMPACT
None.

STAFF RECOMMENDATION
For discussion and possible action.
DATE: MARCH 16, 2018

TO: EXTERNAL AFFAIRS COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: AUTHORIZE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT FOR OUTREACH PROGRAM WITH THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG)

SUMMARY
The South Bay Council of Governments (SBCOG) presented a proposed program partnership that focused on advancing WRD’s mission in the SBCCOG’s service area which includes the cities of: Carson, El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Rolling Hills, Rolling Hills Estates, Torrance, and Los Angeles 15th Council District communities of San Pedro, Harbor City/Harbor Gateway, and Wilmington as well as the unincorporated South Bay areas of Los Angeles County.

The SBCCOG Board of Directors is comprised of elected officials from each of the SBCCOG’s member cities and serves as the primary governing body taking actions to support endeavors aimed at maximizing the quality of life and productivity of the South Bay region.

The outreach program was primarily delivered through the South Bay Environmental Services Center (SBESC), a program of the SBCCOG, which operates as a local clearinghouse for sustainability information and education. The partnership enabled WRD to advance communications on WRD’s “2040 Plan” and the unveiling of the expanded Robert W. Goldsworthy Desalter Facility in Torrance.

The current contract with the SBCCOG began on September 1, 2017 and will conclude on March 31, 2018 for an amount not to exceed $25,000.

Staff recommends the Board of Directors extend the contract through June 30, 2019 and to include an additional contract amount not to exceed $65,000.

FISCAL IMPACT
The $65,000 shall be paid as follows:
A total amount of $15,000 for services rendered between April 1, 2018 and June 30, 2018 from FY Budget 2017-18.
A total amount of $50,000 for services rendered between July 1, 2018 and June 30, 2019 from FY Budget 2018-19.

STAFF RECOMMENDATION
The External Affairs Committee recommends the Board of Directors approve a contract extension, for approval as to form by District Counsel, with the SBCCOG for an amount not to exceed $65,000 and for an associated time extension through June 30, 2019.

ATTACHMENT:
Draft Revised Scope of Work for Contract Extension with South Bay Cities Council of Governments
AMENDMENT NO. 1 TO CONTRACT NO. 939
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

This Amendment No.1 to Contract No. 939, is made and entered into this ____ day of ____, 2018 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I. RECITALS

A. WHEREAS, On August 24, 2017, a certain agreement, hereinafter referred to as “Agreement”, was executed between the District and Consultant for a program partnership that focuses on advancing the District’s mission in the South Bay Cities Council of Governments (SBCCOG) service area using the SBCCOG’s outreach program.

B. WHEREAS, District and Consultant desire to enter into Amendment No. 1 in order to extend the term of the Agreement, increase the budgetary amount, and revise the scope of work, as set forth below.

II. AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit “A”, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided.

1. Term of Agreement: The term of the Agreement shall be extended to June 30, 2019 (the “Expiration Date”).

2. Fee: The existing budgetary amount shall be increased by an amount not to exceed Sixty-Five Thousand Dollars ($65,000.00).

3. Scope of Work: The existing Scope of Work of the Agreement is hereby revised to include the additional scope, attached hereto as Exhibit “B” and incorporated herein by this reference.

4. Remaining Portion of the Agreement: Except as otherwise expressly set forth in this Amendment No.1, all other provision of the Agreement shall remain in full force and effect between the Parties.
IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed as of the Effective Date.

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, ("CONSULTANT")

__________________________________________
Signature

__________________________________________
Print Name

__________________________________________
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

__________________________________________
Signature
John D.S. Allen

__________________________________________
Print Name
President, Board of Directors

__________________________________________
Signature
Willard H. Murray, Jr.

__________________________________________
Print Name
Secretary, Board of Directors

Approved As To Form
LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
PROFESSIONAL SERVICES AGREEMENT
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

This Professional Services Agreement (the “Agreement”) is made and entered into this 24th day of August, 2017, by and between the Water Replenishment District of Southern California (“District”) and South Bay Cities Council of Governments, (“Consultant”) (collectively the “Parties” or individually as “Party”) for the furnishing of certain professional services upon the following terms and conditions.

1. Scope of Services. Consultant shall perform the scope of services described in Exhibit A hereto (“Services”). Tasks other than those specifically described in Exhibit A shall not be performed without a prior written amendment to this Agreement.

1.1 Standard of Care. In performing the scope of services under this Agreement, Consultant shall exercise the standard of care and expertise prevailing in California for the performance of such services.

2. Term. The term of this Agreement shall commence on August 24, 2017 and shall end on March 31, 2018 (the “Expiration Date”). At least sixty (60) days prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Consultant, the cost of such Services relative to the benefits, and the need for any continuation of the services. The results of such evaluation shall be provided to the appropriate District Committee, which committee shall provide a report to the District’s Board of Directors (“Board”). If the Board determines that there is a demonstrated need for the continuation of such Services, the Board may renew the Agreement on terms and conditions that do not provide for a significantly longer term, increased scope of services or increased fee schedule than is provided for in Paragraphs 1 or this Paragraph 2. If the Board desires to modify the Agreement to provide for such a significantly longer term, increased scope of services or increased fee schedule, the District shall comply with the provisions of its then current Administrative Code concerning the solicitation and approval of proposals for professional services.

2.1 Termination by District or Consultant

2.1.1 Termination for Convenience. The District or Consultant may terminate this Agreement for its convenience at any time upon five (5) days written notice to District or Consultant. Consultant’s compensation in the event of
such a termination shall be exclusively limited to payment for all authorized services performed and for all authorized expenses incurred up to the effective date of such termination. Consultant understands and agrees that it shall not be entitled to any additional compensation or reimbursement whatsoever in the event of such termination.

2.1.2 Consultant’s Obligations Upon Termination. Following any termination of this Agreement by the District or Consultant, the Consultant shall promptly return all District property, and shall likewise provide to District all finished and unfinished data, studies, maps, reports, and other deliverables and work-product prepared by Consultant pursuant to this Agreement.

3. Consultant’s Compensation. District will compensate Consultant for services performed and for expenses incurred pursuant to this Agreement as follows:

3.1 Fee. Consultant shall be paid in accordance with the fees and Consultant Rate Schedule attached to this Agreement as Exhibit B which may not be changed except with District’s written approval.

3.2 Reimbursable Expenses. Consultant shall be reimbursed for only pre-approved expenses, subject to the provisions of this Agreement. Consultant shall obtain the District’s prior written approval before incurring an expense not specifically provided for under this Agreement.

3.2.1 Third Party Expenses. Unless specifically provided in Exhibit B, and subject to the provisions of Paragraph 3.2, the District shall not reimburse Consultant for any costs charged to Consultant by third parties unless said costs are preapproved. In the event such costs are approved, such reimbursement shall be at cost without any markup by Consultant.

3.3 Invoices. Consultant shall submit three (3) invoices to District for services performed and expenses incurred during the preceding months of the Agreement term. District shall process Consultant’s invoice upon receipt and issue any undisputed payment in a timely manner. Consultant’s invoices shall separately identify all personnel for whose services payment is sought, the services performed, and all expenses for which reimbursement is requested. As a condition precedent to payment, District may require Consultant to furnish supporting information and documentation for all charges for which payment is sought. District shall have the right to withhold payments to Consultant reasonably disputed amounts including, without limitation, amounts for services not performed in accordance with this Agreement and costs, expenses or damages incurred by District as a result of Consultant’s breach of this Agreement or Consultant’s negligence.

4. Consultant’s Obligation to Provide Notice of Changes. Consultant shall provide written notice to the District no later than twenty (20) days after the occurrence of any event
(including any direction by the District) which Consultant believes requires a change in its compensation or the time for performance of its obligations under this Agreement. Said notice shall describe the event and the basis for any change in compensation or time for performance requested by Consultant. The Parties shall thereafter meet and confer to determine whether such a change is appropriate. However, no such change to this Agreement may be made except by written amendment to this Agreement executed by the Parties. Consultant's failure to provide the notice required under this Paragraph shall constitute a waiver of its right to seek a change in its compensation or the time for performance of its obligations under this Agreement.

5. **Ownership and Use of Documents.** All proprietary information developed by Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material or software programs, shall be the sole and exclusive property of the District. Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from this Agreement. Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, this Agreement shall be made to the District, and that Consultant shall do all things necessary and proper to perfect and maintain District's ownership of such proprietary information. All documents, reports, surveys, renderings, photographs, data and other materials furnished by the District to Consultant shall remain the exclusive property of the District and shall not be distributed or provided to third parties without the express written authorization of the District.

6. **Publication of Project Information.** Consultant shall notify and obtain written approval from the District before presenting verbal or written information to outside individuals or entities about the services or project for which Consultant was retained.

7. **Patents and Copyrights.** The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to, equipment, devices, processes, and software programs used or incorporated in the work performed under this Agreement. Consultant shall defend, indemnify hold the District, its officers, directors agents, employees, representatives and assigns harmless from any and all claims, demands, suits at law, and actions of every nature for or on account of the use of any patented or copyrighted materials.

8. **Consultant’s Status.** Consultant is an independent contractor and neither Consultant nor any employee of Consultant is or will be treated as an employee of the District under this Agreement. District controls the result to be accomplished under this Agreement, but not the means by which Consultant achieves such results.

8.1 Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled. Consultant is solely responsible for any taxes levied by local, state or federal authorities on such sums.
Consultant shall defend and indemnify the District for any taxes, fines, penalties and attorneys' fees assessed or threatened to be assessed against District for failure to properly withhold taxes as a result of any determination that Consultant, or any of Consultant's employees, is an employee rather than an independent contractor of District.

8.2 District will not make any contribution to any retirement plan or Social Security on behalf of Consultant or any of Consultant's employees. Consultant shall defend and indemnify the District for any contribution, fines, penalties and attorneys' fees assessed or threatened to be assessed against District for failure to contribute to any retirement plan or Social Security as a result of any determination that Consultant, or any of Consultant's employees, is an employee rather than an independent contractor of District.

8.3 District will not make any payments to Consultant, or Consultant's employees, which rely upon employee status, including, but not limited to, FLSA and other overtime and minimum wage requirements, prevailing wage laws, worker's compensation benefits, FMLA, CFRA, Paid Leave, and unemployment benefits. Consultant shall defend and indemnify the District for any payment, fines, penalties and attorneys' fees assessed or threatened to be assessed against District for failure to make any such payment or otherwise provide the benefits of such laws as a result of any determination that Consultant, or any of Consultant's employees, is an employee rather than an independent contractor of District.

8.4 Consultant shall comply with the Political Reform Act of 1974, as amended including, but not limited to, disclosure of all conflicts of interest and other financial disclosure requirements required thereunder.

9. Instructions to Consultant. In the performance of the services set forth in this Agreement, Consultant shall report to and receive instructions from the following person on behalf of the District: Pete Brown, Ken Ortega, or Robb Whittaker.

10. Subconsultant Services. Any subconsultants to be used by Consultant in the performance of the scope of services shall be identified in Exhibit A hereto. Consultant shall obtain the District's prior written approval before retaining a subconsultant to perform any portion of the scope of services of this Agreement. Notwithstanding Consultant's use of any subconsultants, Consultant shall be responsible to the District for the performance of its subconsultants as it would be if Consultant had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall defend and indemnify the District for any payment, fines or penalties assessed or threatened to be assessed against District as a result of any claim brought by any subconsultant of Consultant for any matter arising from, or related to, the services performed by subconsultant under this Agreement.
11. **Compliance With Laws and Regulations: Licensing.** Consultant shall perform its services under this Agreement in compliance with all applicable provisions of Federal, State and local laws, statutes, codes, rules, regulations, ordinances and professional standards ("Applicable Laws"). By entering into this Agreement, Consultant represents and warrants that it possesses and will keep current all license and registrations required by Applicable Laws to enter into this Agreement and to perform the scope of services hereunder.

12. **Insurance.** Consultant, at its sole cost and expense, shall obtain, keep in force, and maintain the following policies of insurance at all times while this Agreement is in effect, and shall not commence any work under this Agreement until proof of such insurance has been provided to the District. The coverages provided by such insurance shall not be construed as limitations of liability.

12.1 **Required Policies.**

12.1.1 **Commercial General Liability Insurance** (contractual, products, and completed operations coverages included) with a combined single limit of no less than $2,000,000 per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage.

12.1.2 **Business or Comprehensive Automobile Liability Insurance** for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than $1,000,000 per accident.

12.1.3 **Professional Liability Insurance** with limits of $1,000,000 per claim and $1,000,000 in the aggregate.

12.1.4 **Employers’ Liability Insurance** with limits of $1,000,000 per claim and $1,000,000 in the aggregate.

12.1.5 **Workers’ Compensation Insurance** as required under the Workers’ Compensation Insurance and Safety Act of the State of California.

12.2 **Required Terms.**

12.2.1 All policies except workers’ compensation and professional liability, shall name as additional insureds the Water Replenishment District of Southern California, its directors, officers, employees, agents authorized volunteers and representatives. The coverage shall contain no special limitations on the scope of protection afforded the District, its directors, officers, employees, or authorized volunteers.

12.2.2 All policies (with the exception of Professional Liability) shall be written on an occurrence basis. If a policy may only be obtained on a claims made basis, the policy shall be maintained continuously for a period of no less
than three (3) years after the date of final completion of the scope of services under this Agreement.

12.2.3 All policies shall provide that coverage cannot be cancelled without thirty (30) days prior written notice to the District.

12.2.4 All insurance required under this Agreement shall be considered primary to any insurance maintained by the District. All policies except Professional Liability shall include waivers of subrogation in favor of the District and its insurers.

12.2.5 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to District, its directors, officers, employees, or authorized volunteers.

12.2.6 The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

12.2.7 Liability insurance shall indemnify the Consultant and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Consultant his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

12.2.8 Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by District. At the option of District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the first named insured.

12.2.9 Evidence of Insurance – Prior to execution of the agreement, the Consultant shall file with District a certificate of insurance signed by the insurer’s representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer’s representative. Such evidence shall also comply with the Evidence and Required Forms of Insurance attached hereto as Exhibit “C”. In the event that the Consultant employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Consultant’s responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above. Failure to continually satisfy the Insurance requirements is a material breach of contract.
12.2.10 All polices required under this Agreement shall be issued by companies authorized to transact insurance business in the State of California acceptable to the District and having a Best rating of A- or equivalent or as otherwise approved by District.

13. **Indemnification.** Consultant shall indemnify, defend and hold harmless the District and its directors, officers, employees, agents and representatives (collectively “District”), from and against any and all claims, liabilities, costs, damages, suits, proceedings, injuries (including injuries to real and personal property, and injuries to persons, including death) incurred by District (“Losses”), as a result of Consultant’s breach of any provision of this Agreement, Consultant’s failure to comply with applicable laws, Consultant’s negligent acts or omissions, or Consultant’s willful misconduct. However, Consultant’s obligation to defend shall arise regardless of any claim or assertion that the District caused or contributed to the Losses. Nothing in this paragraph shall constitute a waiver or limitation of any legal rights which the District may have including, without limitation, the right to implied indemnity.

14. **Arbitration and Attorneys’ Fees.** Any dispute arising from or relating to this Agreement shall be submitted to final and binding arbitration before an arbitrator who is a member of the National Academy of Arbitrators. The parties will obtain a list of five names of potential arbitrators from the National Academy of Arbitrators, or the American Arbitration Association, and will take turns striking the names of arbitrators until one arbitrator remains, who shall preside over the arbitration. The arbitrator will have no power to rewrite any of the terms of this Agreement. The parties shall split the cost of the arbitrator’s fee and any court reporter required by the arbitrator or if both parties agree to having the proceedings taken down by a court reporter. The prevailing Party in any action arising from or relating to this Agreement shall be entitled to recover its reasonable attorneys’ fees, expert witness fees and arbitration fees and costs in addition to any other relief and recovery ordered by the arbitrator or other tribunal hearing any matter related to this Agreement.

15. **Conflict of Interest.** No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Agreement, or any contract or subcontract relating to work to be performed pursuant to this Agreement, shall become directly or indirectly personally interested in this Agreement or in any part thereof. Consultant shall not accept employment or contract during the term of this Agreement with any firm or individual for the provision of services if such employment or contract would conflict directly with the Services provided to the District under this Agreement.

16. **Equal Opportunity.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.
17. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the District, Consultant, and their respective successors and assigns provided, however, that no assignment of the duties or benefits under this Agreement shall be made without the written consent of the Consultant and the District.

18. **Choice of Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The Parties agree that the exclusive venue for any action or proceeding arising from or relating to this Agreement shall be in the County of Los Angeles, State of California.

19. **Notices.** All notices provided by this agreement shall be in writing and shall be sent by first-class mail and facsimile transmission as follows:

If to the District:

Water Replenishment District of
Southern California
4040 Paramount Blvd.
Lakewood, CA 90712
Phone: (562) 921-5521
Fax: (562) 921-6101

If to Consultant:

Marilyn Lyon
20285 S. Western Ave., Suite 100
Torrance, CA 90501
Phone: 310-371-7222 x204
Email: marilyn@southbaycities.org

20. **Amendments.** This Agreement may be modified only by a writing signed by the Parties hereto.

21. **Integration; Construction.** This Agreement (inclusive of exhibits incorporated herein by this reference) sets forth the final, complete and exclusive expression of the Parties' agreement with respect to the subject matter hereof, and supersedes any and all other agreements, representations, and promises, whether made orally or in writing. Notwithstanding anything in Exhibit A to the contrary (or any invoice or other unilateral terms or conditions provided by Consultant), in the event of any conflict or inconsistency between this Agreement and Exhibit A (or any invoice or other unilateral terms or conditions provided by Consultant), this Agreement shall control. The Parties represent and warrant that they are not entering into this Agreement based upon any representation or understanding that is not expressly set forth in this Agreement. This Agreement shall be construed as the product of a joint effort between the Parties and shall not be construed against either Party as its drafter.
22. **Effective Date.** This Agreement is effective as of the date first set forth above.

23. **Authority.** Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.

   IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed the day and year first above written.

**WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA**

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<tr>
<td>Robb Whittaker</td>
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<td>General Manager</td>
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**SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, ("CONSULTANT")**

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<td>Kurt Weidemann</td>
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<td>CHAIR</td>
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Approved As To Form
LEAL, TREJO LLP

Attorneys for the Water Replenishment District of Southern California
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**WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA**


**SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, ("CONSULTANT")**


**Approved As To Form**
**LEAL, TREJO LLP**

Attorneys for the Water Replenishment District of Southern California
South Bay Cities Council of Governments

Water Programs Educational Outreach Support Proposal Between

Water Replenishment District of Southern California
and
South Bay Cities Council of Governments

SCOPE OF WORK

(September 1, 2017-March 31, 2018)

This Scope of Work (SOW) covers the programs and activities that the South Bay Cities Council of Governments’ (SBCCOG) South Bay Environmental Services Center (SBESC) will conduct in support of educational outreach support for the Water Replenishment District of Southern California (WRD) water programs commencing on September 1, 2017 through March 31, 2018. The total agreement amount is $25,000 for six months.

The SOW tasks include education, coordination, and implementation of WRD’s water programs as shown below. SBCCOG will submit an invoice to WRD in the amount of $25,000 immediately following contract execution.

Section I. Program Overview

The proposed program partnership focuses on advancing the WRD’s mission in the SBCCOG’s service area which includes the cities of: Carson, El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Rolling Hills, Rolling Hills Estates, Torrance, and Los Angeles 15th Council District communities of San Pedro, Harbor City/Harbor Gateway, and Wilmington as well as the unincorporated South Bay areas of Los Angeles County. The SBCCOG Board of Directors is comprised of elected officials from each of the SBCCOG’s member cities and serves as the primary governing body taking actions to support endeavors aimed at maximizing the quality of live and productivity of the South Bay region.

The program will primarily be delivered through the SBESC, a program of the SBCCOG, which operates as a local clearighouse for sustainability information and education. The SBCCOG receives funding through partnerships with Southern California Edison, SoCalGas, West Basin Municipal Water District, Torrance Water Department, Los Angeles Department of Water and Power, Los Angeles County Sanitation Districts, and LA County Metropolitan Transportation Authority. The SBESC increases exposure and availability of these partners’ programs to the South Bay community and promotes the overall message of sustainability through saving water, energy, money, and the environment. As demonstrated with these partners, the WRD mission to provide, protect, and preserve high quality groundwater through innovative, cost-effective, and environmentally sensitive basin management practices will be incorporated into the SBCCOG messaging.
Section II. Program Elements
The SBESC will assist with marketing and promotion of existing and developing WRD’s water programs. This partnership allows for a wide range of water program strategies to be presented to all sectors of the community at educational and outreach events in which SBESC participates.

Section III. Core Tasks
SBESC will perform the following core tasks as part of the SOW.

Task 1: Communication and Information to SBCCOG Member Cities
A. Communicate to and promote attendance of South Bay local, state, and federal elected officials at WRD informational meetings, special events, and/or festivals.
B. Distribute WRD information at SBCCOG Board and committee meetings and other SBCCOG special events.
C. Promote WRD information to the SBCCOG member cities for inclusion in their city website, city newsletters and recreational guides.
D. Display a WRD-provided pull-up and materials at the SBCCOG’s South Bay Environmental Services Center.

Task 2: Marketing and Community Outreach to the South Bay General Public
A. Collaborate with WRD’s staff to disseminate WRD’s educational and informational materials in support of WRD’s mission, including the 2040 Master Plan and the WRD/Goldsworthy Desalter project to the general public.
B. Display WRD information at community events throughout the South Bay at SBESC-staffed exhibit table. The SBESC has the capacity to deliver outreach in Spanish.
C. Explain the value of the WRD water replenishment services at outreach events where SBESC has materials and displays.
D. Promote WRD’s programs and events to the general public’s through SBCCOG and SBESC communication channels including websites, press releases, newsletters, e-blasts, and social media platforms.
E. Include WRD-provided articles in the SBESC monthly e-newsletter, with a monthly circulation of over 15,000 members of the public who have all self-selected to be on the distribution - exhibiting at least one step toward sustainability.
F. Maintain and update display of WRD-provided materials at existing kiosk at the Promenade on the Peninsula.

WRD will agree to the following in support of these tasks:
A. Brief SBESC staff on timely educational and information issues of importance to WRD so that they can perform the outreach activities.
B. Provide materials for dissemination to the general public.
C. Provide SBESC a calendar of the events that should be publicized at least one month in advance.
D. Provide a pull-up display.

Section IV. Reporting and Documentation
A. The SBCCOG will provide end-of-program report including a list of events and activities.
EXHIBIT B
CONSULTANT RATE SCHEDULE

1.0 Consultant shall be compensated for actual services performed in accordance with this Agreement.

2.0 A budgetary amount of $25,000.00 (which amount applies to Consultant’s fee and reimbursable expenses) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.
EXHIBIT C
EVIDENCE AND REQUIRED FORMS OF INSURANCE

Checklist for Additional Insured Endorsement

Contractor Name ____________________________________________
Project Name: _____________________________________________

Refer to the Additional Insured Endorsements forms E1-8 following:

Endorsement(s)

☐ Additional Insured (AI) Status - GENERAL LIABILITY - Member Water District, its directors, officers, employees, or authorized volunteers are named as additional insureds - as broad as following forms:
  o Form CG 20 10 11 85 (E1) or
  o BOTH CG 20 10 (E2) and CG 20 37 (E3) if forms with later edition dates provided (usually 10 01 or 07 04 editions). Also acceptable CG 20 10 04 13 (or older editions E2) specifically naming the District parties or using language that states "as required by contract"
  o "Blanket" Endorsement - (no specific policy number) (E4) covering one or more of the above endorsements required with words "as required by written contract/agreement".
  o If large number of Subcontractors - Additional Insured endorsement CG 20 38 04 13 recommended. (E5)
  o Policy numbers - matches policy number shown on Certificate of Insurance. (see Optional Decl. Page/Endorsement pages below)
  o Primary Coverage - The primary/non-contributory language is included. "The insurance provided by this policy shall be primary as respects any claims related to the __________ Project. Any insurance, self-insurance, or other coverage maintained by the district, its directors, officers, employees, or volunteers shall not contribute to it." e.g. Form CG 20 01 (E6)

☐ Auto liability (Optional (E7)) AI - most standard forms have automatic AI but some carriers provide endorsement

☐ Waiver of Subrogation (Workers Compensation and Property (Course of Construction, if required in contract) (E8)

☐ Optional - For extra confidence in verifying coverage require Declaration Page and Endorsement Schedule pages - compare the endorsement numbers. Look out for Amendment of contractual liability and or prior works exclusions - refer to Legal Counsel.
PROFESSIONAL SERVICES AGREEMENT
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

South Bay Cities Council of Governments

Water Programs Educational Outreach Support Proposal Between Water Replenishment District of Southern California and South Bay Cities Council of Governments

SCOPE OF WORK

This Scope of Work (SOW) covers the programs and activities that the South Bay Cities Council of Governments’ (SBCCOG) South Bay Environmental Services Center (SBESC) will conduct in support of educational outreach support for the Water Replenishment District of Southern California (WRD) water programs and selected legislation commencing on April 1, 2018 through June 30, 2019. The total agreement amount is $62,500 the fifteen month period.

The SOW tasks include education, coordination, and implementation of WRD’s water programs and specified legislation as shown below.

Section I. Program Overview

The proposed program partnership focuses on advancing the WRD’s mission in the SBCCOG’s service area which includes the cities of: Carson, El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Rolling Hills, Rolling Hills Estates, Torrance, and Los Angeles 15th Council District communities of San Pedro, Harbor City/Harbor Gateway, and Wilmington as well as the unincorporated South Bay areas of Los Angeles County. The SBCCOG Board of Directors is comprised of elected officials from each of the SBCCOG’s member cities and serves as the primary governing body taking actions to support endeavors aimed at maximizing the quality of live and productivity of the South Bay region.

The program will primarily be delivered through the SBESC, a program of the SBCCOG, which operates as a local clearinghouse for sustainability information and education. The SBCCOG receives funding through partnerships with Southern California Edison, SoCalGas, West Basin Municipal Water District, Torrance Water Department, Los Angeles Department of Water and Power, Los Angeles County Sanitation Districts, and LA County Metropolitan Transportation Authority. The SBESC increases exposure and availability of these partners’
programs to the South Bay community and promotes the overall message of sustainability through saving water, energy, money, and the environment. As demonstrated with these partners, the WRD mission to provide, protect, and preserve high quality groundwater through innovative, cost-effective, and environmentally sensitive basin management practices will be incorporated into the SBCCOG messaging.

Section II. Program Elements
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D. Display a WRD-provided pull-up and materials at the SBCCOG’s South Bay Environmental Services Center.

Task 2: Marketing and Community Outreach to the South Bay General Public
A. Collaborate with WRD’s staff to disseminate WRD’s educational and informational materials in support of WRD’s mission and legislation, including the 2040 Master Plan and the WRD Brackish Water Desalter program to the general public.
B. Display WRD information at community events throughout the South Bay at SBESC- staffed exhibit table. The SBESC has the capacity to deliver outreach in Spanish.
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F. Maintain and update display of WRD-provided materials at existing kiosk at the Promenade on the Peninsula

WRD will agree to the following in support of these tasks:
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B. Provide materials for dissemination to the general public.
C. Provide SBESC a calendar of the events that should be publicized at least one month in advance.
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Section IV. Reporting and Documentation

A. The SBCCOG will provide quarterly reports including a list of events and activities
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SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

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Section IV. Reporting and Documentation

A. The SBCCOG will provide quarterly reports including a list of events and activities
MEMORANDUM
ITEM NO. 6

DATE: MARCH 16, 2018
TO: EXTERNAL AFFAIRS COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AUTHORIZE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT FOR WRD ECO GARDENING CURRICULUM DEVELOPMENT AND CLASSES WITH GREEN MEDIA CREATIONS

SUMMARY
Green Media Creations has an experienced team of horticultural professionals who have numerous years of experience in providing educational workshops on drought tolerant gardening and landscape planning. Green Media Creations has demonstrated the necessary knowledge and understanding to implement WRD’s Eco Gardener Program across a diverse selection of courses.

WRD entered into a professional services agreement with Green Media Creations on March 2, 2017 with a contract expiring on June 30, 2018 for the budgeted amount of $50,000. Over the course of this contract, Green Media Creations developed newly designed drought tolerant and gardening education books for WRD to distribute to participants of WRD’s Eco Gardener Classes. Moreover, Green Media Creations has presented several Eco Gardening classes while utilizing the approved budgeted amount $50,000 from the 2016-17 FY. Staff is preparing to expand the number of offered Eco Gardening classes and an additional two books for the Eco Gardening series.

Staff recommends WRD to amend the existing contract through June 30, 2019 for an amount not to exceed $100,000 for which External Affairs staff has already accounted. The District budgeted $50,000 for FY 2017-18 and has not expended the amount. Additionally, the District has budgeted $50,000 for FY 2018-19.

FISCAL IMPACT
The budget breakdown will be as follows:

$50,000 for FY 17-18
$50,000 for FY 18-19

STAFF RECOMMENDATION
The External Affairs Committee recommends the Board of Directors approve amendment No.1, for approval as to form by District Counsel, with Green Media Creations for an additional contract amount not to exceed $100,000.00 and expiring on June 30, 2019.
ATTACHMENT:
- DRAFT – Amendment No.1 to Contract No. 935 with Green Media Creations
AMENDMENT NO. 1 TO CONTRACT NO. 935
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
GREEN MEDIA CREATIONS

This Amendment No.1 to Contract No. 935, is made and entered into this ____ day of ____, 2018 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and Green Media Creations, (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I. RECITALS

A. WHEREAS, On March 2, 2017, a certain agreement, hereinafter referred to as “Agreement”, was executed between the District and Consultant to develop and implement a Eco Gardening curriculum for the District.

B. WHEREAS, District and Consultant desire to enter into Amendment No. 1 in order to extend the term of the Agreement, and increase the budgetary amount, as set forth below.

II. AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit “A”, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided.

1. Term of Agreement: The term of the Agreement shall be extended to June 30, 2019 (the “Expiration Date”).

2. Fee: The existing budgetary amount shall be increased by an amount not to exceed One Hundred Thousand Dollars ($100,000.00).

3. Remaining Portion of the Agreement: Except as otherwise expressly set forth in this Amendment No.1, all other provision of the Agreement shall remain in full force and effect between the Parties.
IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed as of the Effective Date.

GREEN MEDIA CREATIONS, ("CONSULTANT")

Signature

Print Name

Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Signature

John D.S. Allen

Print Name

President, Board of Directors

Title

Signature

Willard H. Murray, Jr.

Print Name

Secretary, Board of Directors

Title

Approved As To Form

LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
PROFESSIONAL SERVICES AGREEMENT
GREEN MEDIA CREATIONS

This Professional Services Agreement (the “Agreement”) is made and entered into this 2nd day of March, 2017, by and between the Water Replenishment District of Southern California (“District”) and Green Media Creations, (“Consultant”) (collectively the “Parties” or individually as “Party”) for the furnishing of certain professional services upon the following terms and conditions.

1. **Scope of Services.** Consultant shall perform the scope of services described in Exhibit A hereto (“Services”). Tasks other than those specifically described in Exhibit A shall not be performed without a prior written amendment to this Agreement.

   1.1 **Standard of Care.** In performing the scope of services under this Agreement, Consultant shall exercise the standard of care and expertise prevailing in California for the performance of such services.

2. **Term.** The term of this Agreement shall commence on March 2, 2017 and shall end on June 30, 2018 (the “Expiration Date”). At least sixty (60) days prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Consultant, the cost of such Services relative to the benefits, and the need for any continuation of the services. The results of such evaluation shall be provided to the appropriate District Committee, which committee shall provide a report to the District’s Board of Directors (“Board”). If the Board determines that there is a demonstrated need for the continuation of such Services, the Board may renew the Agreement on terms and conditions that do not provide for a significantly longer term, increased scope of services or increased fee schedule than is provided for in Paragraphs 1 or this Paragraph 2. If the Board desires to modify the Agreement to provide for such a significantly longer term, increased scope of services or increased fee schedule, the District shall comply with the provisions of its then current Administrative Code concerning the solicitation and approval of proposals for professional services.

2.1 **Termination by District**

   2.1.1 **Termination for Convenience.** The District may terminate this Agreement for its convenience at any time upon five (5) days written notice to Consultant. Consultant’s compensation in the event of such a termination shall be exclusively limited to payment for all authorized services performed and for all authorized expenses incurred up to the effective date of such termination. Consultant understands and agrees that it shall not be
entitled to any additional compensation or reimbursement whatsoever in the event of such termination.

2.1.2 Consultant’s Obligations Upon Termination. Following any termination of this Agreement by the District or Consultant, the Consultant shall promptly return all District property, and shall likewise provide to District all finished and unfinished data, studies, maps, reports, and other deliverables and work-product prepared by Consultant pursuant to this Agreement.

3. Consultant’s Compensation. District will compensate Consultant for services performed and for expenses incurred pursuant to this Agreement as follows:

3.1 Fee. Consultant shall be paid in accordance with the fees and Consultant Rate Schedule attached to this Agreement as Exhibit B which may not be changed except with District’s written approval.

3.2 Reimbursable Expenses. Consultant shall be reimbursed for only pre-approved expenses, subject to the provisions of this Agreement. Consultant shall obtain the District’s prior written approval before incurring an expense not specifically provided for under this Agreement.

3.2.1 Third Party Expenses. Unless specifically provided in Exhibit B, and subject to the provisions of Paragraph 3.2, the District shall not reimburse Consultant for any costs charged to Consultant by third parties unless said costs are preapproved. In the event such costs are approved, such reimbursement shall be at cost without any markup by Consultant.

3.3 Invoices. Consultant shall submit monthly invoices to District for services performed and expenses incurred during the preceding month. District shall process Consultant’s invoice upon receipt and issue any undisputed payment in a timely manner. Consultant’s invoices shall separately identify all personnel for whose services payment is sought, the services performed, and all expenses for which reimbursement is requested. As a condition precedent to payment, District may require Consultant to furnish supporting information and documentation for all charges for which payment is sought. District shall have the right to withhold from payments to Consultant reasonably disputed amounts including, without limitation, amounts for services not performed in accordance with this Agreement and costs, expenses or damages incurred by District as a result of Consultant’s breach of this Agreement or Consultant’s negligence.

4. Consultant’s Obligation to Provide Notice of Changes. Consultant shall provide written notice to the District no later than twenty (20) days after the occurrence of any event (including any direction by the District) which Consultant believes requires a change in its compensation or the time for performance of its obligations under this Agreement. Said notice shall describe the event and the basis for any change in compensation or time for performance requested by Consultant. The Parties shall thereafter meet and confer to determine whether such a change is appropriate. However, no such change to this
Agreement may be made except by written amendment to this Agreement executed by the Parties. Consultant’s failure to provide the notice required under this Paragraph shall constitute a waiver of its right to seek a change in its compensation or the time for performance of its obligations under this Agreement.

5. **Ownership and Use of Documents.** All proprietary information developed by Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material or software programs, shall be the sole and exclusive property of the District. Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from this Agreement. Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, this Agreement shall be made to the District, and that Consultant shall do all things necessary and proper to perfect and maintain District’s ownership of such proprietary information. All documents, reports, surveys, renderings, photographs, data and other materials furnished by the District to Consultant shall remain the exclusive property of the District and shall not be distributed or provided to third parties without the express written authorization of the District.

6. **Publication of Project Information.** Consultant shall notify and obtain written approval from the District before presenting verbal or written information to outside individuals or entities about the services or project for which Consultant was retained.

7. **Patents and Copyrights.** The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to, equipment, devices, processes, and software programs used or incorporated in the work performed under this Agreement. Consultant shall defend, indemnify hold the District, its officers, directors agents, employees, representatives and assigns harmless from any and all claims, demands, suits at law, and actions of every nature for or on account of the use of any patented or copyrighted materials.

8. **Consultant’s Status.** Consultant is an independent contractor and neither Consultant nor any employee of Consultant is or will be treated as an employee of the District under this Agreement. District controls the result to be accomplished under this Agreement, but not the means by which Consultant achieves such results.

8.1 Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled. Consultant is solely responsible for any taxes levied by local, state or federal authorities on such sums. Consultant shall defend and indemnify the District for any taxes, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to properly withhold taxes as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.
8.2 District will not make any contribution to any retirement plan or Social Security on behalf of Consultant or any of Consultant’s employees. Consultant shall defend and indemnify the District for any contribution, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to contribute to any retirement plan or Social Security as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.3 District will not make any payments to Consultant, or Consultant’s employees, which rely upon employee status, including, but not limited to, FLSA and other overtime and minimum wage requirements, prevailing wage laws, worker’s compensation benefits, FMLA, CFRA, Paid Leave, and unemployment benefits. Consultant shall defend and indemnify the District for any payment, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to make any such payment or otherwise provide the benefits of such laws as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.4 Consultant shall comply with the Political Reform Act of 1974, as amended including, but not limited to, disclosure of all conflicts of interest and other financial disclosure requirements required thereunder.

9. Instructions to Consultant. In the performance of the services set forth in this Agreement, Consultant shall report to and receive instructions from the following person on behalf of the District: Robb Whitaker, General Manager.

10. Subconsultant Services. Any subconsultants to be used by Consultant in the performance of the scope of services shall be identified in Exhibit A hereto. Consultant shall obtain the District’s prior written approval before retaining a subconsultant to perform any portion of the scope of services of this Agreement. Notwithstanding Consultant’s use of any subconsultants, Consultant shall be responsible to the District for the performance of its subconsultants as it would be if Consultant had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall defend and indemnify the District for any payment, fines or penalties assessed or threatened to be assessed against District as a result of any claim brought by any subconsultant of Consultant for any matter arising from, or related to, the services performed by subconsultant under this Agreement.

11. Compliance With Laws and Regulations; Licensing. Consultant shall perform its services under this Agreement in compliance with all applicable provisions of Federal, State and local laws, statutes, codes, rules, regulations, ordinances and professional standards ("Applicable Laws"). By entering into this Agreement, Consultant represents and warrants that it possesses and will keep current all license and registrations required by Applicable Laws to enter into this Agreement and to perform the scope of services hereunder.
12. **Insurance.** Consultant, at its sole cost and expense, shall obtain, keep in force, and maintain the following policies of insurance at all times while this Agreement is in effect, and shall not commence any work under this Agreement until proof of such insurance has been provided to the District. The coverages provided by such insurance shall not be construed as limitations of liability.

12.1 **Required Policies.**

12.1.1 **Commercial General Liability Insurance** (contractual, products, and completed operations coverages included) with a combined single limit of no less than $2,000,000 per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage.

12.1.2 **Business or Comprehensive Automobile Liability Insurance** for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than $1,000,000 per accident.

12.1.3 **Professional Liability Insurance** with limits of $1,000,000 per claim and $1,000,000 in the aggregate.

12.1.4 **Employers’ Liability Insurance** with limits of $1,000,000 per claim and $1,000,000 in the aggregate.

12.1.5 **Workers’ Compensation Insurance** as required under the Workers’ Compensation Insurance and Safety Act of the State of California.

12.2 **Required Terms.**

12.2.1 All policies except workers’ compensation and professional liability, shall name as additional insureds the Water Replenishment District of Southern California, its directors, officers, employees, agents authorized volunteers and representatives. The coverage shall contain no special limitations on the scope of protection afforded the District, its directors, officers, employees, or authorized volunteers.

12.2.2 All policies shall be written on an occurrence basis. If a policy may only be obtained on a claims made basis, the policy shall be maintained continuously for a period of no less than three (3) years after the date of final completion of the scope of services under this Agreement.

12.2.3 All policies shall provide that coverage cannot be cancelled without thirty (30) days prior written notice to the District.

12.2.4 All insurance required under this Agreement shall be considered primary to any insurance maintained by the District. All policies except Professional Liability shall include waivers of subrogation in favor of the District and its insurers.
12.2.5 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to District, its directors, officers, employees, or authorized volunteers.

12.2.6 The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

12.2.7 Liability insurance shall indemnify the Consultant and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Consultant his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

12.2.8 Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by District. At the option of District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the first named insured.

12.2.9 Evidence of Insurance – Prior to execution of the agreement, the Consultant shall file with District a certificate of insurance signed by the insurer’s representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer’s representative. Such evidence shall also comply with the Evidence and Required Forms of Insurance attached hereto as Exhibit “C”. In the event that the Consultant employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Consultant’s responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above. Failure to continually satisfy the Insurance requirements is a material breach of contract.

12.2.10 All polices required under this Agreement shall be issued by companies authorized to transact insurance business in the State of California acceptable to the District and having a Best rating of A- or equivalent or as otherwise approved by District.

13. **Indemnification.** Consultant shall indemnify, defend and hold harmless the District and its directors, officers, employees, agents and representatives (collectively “District”), from and against any and all claims, liabilities, costs, damages, suits, proceedings, injuries (including injuries to real and personal property, and injuries to persons, including death) incurred by District (“Losses”), as a result of Consultant’s breach of any provision of this Agreement, Consultant’s failure to comply with applicable laws, Consultant’s negligent acts or omissions, or Consultant’s willful misconduct. However, Consultant’s obligation to defend shall arise regardless of any claim or assertion that the District caused or
contributed to the Losses. Nothing in this paragraph shall constitute a waiver or limitation of any legal rights which the District may have including, without limitation, the right to implied indemnity.

14. **Arbitration and Attorneys’ Fees.** Any dispute arising from or relating to this Agreement shall be submitted to final and binding arbitration before an arbitrator who is a member of the National Academy of Arbitrators. The parties will obtain a list of five names of potential arbitrators from the National Academy of Arbitrators, or the American Arbitration Association, and will take turns striking the names of arbitrators until one arbitrator remains, who shall preside over the arbitration. The arbitrator will have no power to rewrite any of the terms of this Agreement. The parties shall split the cost of the arbitrator’s fee and any court reporter required by the arbitrator or if both parties agree to having the proceedings taken down by a court reporter. The prevailing Party in any action arising from or relating to this Agreement shall be entitled to recover its reasonable attorneys’ fees, expert witness fees and arbitration fees and costs in addition to any other relief and recovery ordered by the arbitrator or other tribunal hearing any matter related to this Agreement.

15. **Conflict of Interest.** No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Agreement, or any contract or subcontract relating to work to be performed pursuant to this Agreement, shall become directly or indirectly personally interested in this Agreement or in any part thereof. Consultant shall not accept employment or contract during the term of this Agreement with any firm or individual for the provision of services if such employment or contract would conflict directly with the Services provided to the District under this Agreement.

16. **Equal Opportunity.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.

17. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the District, Consultant, and their respective successors and assigns provided, however, that no assignment of the duties or benefits under this Agreement shall be made without the written consent of the Consultant and the District.

18. **Choice of Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The Parties agree that the exclusive venue for any action or proceeding arising from or relating to this Agreement shall be in the County of Los Angeles, State of California.

19. **Notices.** All notices provided by this agreement shall be in writing and shall be sent by first-class mail and facsimile transmission as follows:
If to the District:

Water Replenishment District of
Southern California
4040 Paramount Blvd.
Lakewood, CA 90712
Phone: (562) 921-5521
Fax: (562) 921-6101

If to Consultant:

Green Media Creations
3607 W. Magnolia Blvd.
Suite N
Burbank, CA 91505
626-320-8703
asalas@greenmediacreations.com

20. **Amendments.** This Agreement may be modified only by a writing signed by the Parties hereto.

21. **Integration; Construction.** This Agreement (inclusive of exhibits incorporated herein by this reference) sets forth the final, complete and exclusive expression of the Parties’ agreement with respect to the subject matter hereof, and supersedes any and all other agreements, representations, and promises, whether made orally or in writing. Notwithstanding anything in Exhibit A to the contrary (or any invoice or other unilateral terms or conditions provided by Consultant), in the event of any conflict or inconsistency between this Agreement and Exhibit A (or any invoice or other unilateral terms or conditions provided by Consultant), this Agreement shall control. The Parties represent and warrant that they are not entering into this Agreement based upon any representation or understanding that is not expressly set forth in this Agreement. This Agreement shall be construed as the product of a joint effort between the Parties and shall not be construed against either Party as its drafter.

22. **Effective Date.** This Agreement is effective as of the date first set forth above.

23. **Authority.** Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.
IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed the day and year first above written.

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

[Signature]
Robb Whitaker.
Print Name
General Manager
Title

GREEN MEDIA CREATIONS, ("CONSULTANT")

[Signature]
[Print Name: Mr. Ramos SACAS]
Title: DIRECTOR

Approved As To Form
LEAL, FREJO LLP

Attorneys for the Water Replenishment District of Southern California
EXHIBIT A

SCOPE OF WORK

The Eco-Gardener/Eco-Pro Consultant (hereinafter called the “consultant”) shall agree to provide the following services.

1. Consultant will implement the Water Replenishment Districts’ Eco-Gardener, Eco-Pro, and Eco-Kids Programs (classes include but are not limited to Turf Removal, Landscaping Conservation, Residential Conservation Programs, Youth and Public Education, etc.), including coordination, scheduling, and classroom instruction. Consultant shall conduct such workshops by following approved class curriculum. In the course of conducting the workshops, consultant shall also provide the following services:
   • Provide presentation equipment for each class (laptop, projector);
   • Provide confirmation of attendance numbers to WRD;
   • Provide qualified instructors that meet requirements listed under Firm Qualifications;

2. Consultant shall provide speaking engagement services concerning the Eco Gardening program or other water conservation issues within the WRD service area.

3. Consultant shall coordinate with WRD staff to produce independent, signature training curricula in the form of a course handbook that will be used for Eco-Gardener, Eco-Pro, and Eco-Kids Programs respectively. The content of the handbook material shall become the property of the Water Replenishment District of Southern California.

4. Training handbooks must be provided in English and Spanish.

5. Consultant shall deliver to WRD an electronic copy of the handbooks scheduled to be presented. District at its expense will print materials, sufficient to cover each class.

6. Consultant will meet with staff on a regular basis to monitor and update the program as needed and keep the External Affairs Committee apprised of new developments and partnership opportunities for further funding of the whole Eco-Gardener Program.

7. Consultant will coordinate with WRD to schedule and program classes to be conducted by the consultant each fiscal year.
EXHIBIT B
CONSULTANT RATE SCHEDULE

1.0 Consultant shall be compensated for actual services performed in accordance with this Agreement not to exceed $50,000 for instruction and training materials for the WRD ECO Gardener Program classes as describe in Exhibit B-1.

2.0 A budgetary amount of $50,000.00 (which amount applies to Consultant’s fee and reimbursable expenses) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.
## EXHIBIT B-1
### WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA FEE SCHEDULE 2017

<table>
<thead>
<tr>
<th>WaterWELL Homeowner Series</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Language</strong></td>
<td><strong>Eng.</strong></td>
</tr>
<tr>
<td>Garden Design Concepts</td>
<td>$1,000</td>
</tr>
<tr>
<td>Garden Design Applications</td>
<td></td>
</tr>
<tr>
<td>Landscape Care</td>
<td></td>
</tr>
<tr>
<td>Sprinkler and Drip System Basics</td>
<td></td>
</tr>
<tr>
<td>Watering Scheduling Guidelines Leak Detection</td>
<td>$1,000</td>
</tr>
<tr>
<td>Water Efficient Gardening</td>
<td></td>
</tr>
<tr>
<td>3 Steps to Turf Removal</td>
<td></td>
</tr>
<tr>
<td>Drought Tolerant Plants</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WaterWELL Professional Series</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Language</strong></td>
<td><strong>Eng.</strong></td>
</tr>
<tr>
<td>Irrigation Basics</td>
<td>$1,250</td>
</tr>
<tr>
<td>Irrigation Valve Troubleshooting</td>
<td></td>
</tr>
<tr>
<td>Fertilizer Materials and Applications</td>
<td></td>
</tr>
<tr>
<td>Sustainable Landscape Design</td>
<td></td>
</tr>
<tr>
<td>A Business Approach to California Friendly Landscaping</td>
<td>$1,250</td>
</tr>
<tr>
<td>Horticultural Practices <em>(Landscape Management)</em> Horticultural Practices for CA Native Plants</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WaterWELL Kids Series</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Language</strong></td>
<td><strong>Eng.</strong></td>
</tr>
<tr>
<td>Kids Water Conservation</td>
<td>$800</td>
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</table>

<table>
<thead>
<tr>
<th>GMC Academy</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Language</strong></td>
<td><strong>Eng.</strong></td>
</tr>
<tr>
<td>CA Model Ordinance</td>
<td>$1,250</td>
</tr>
<tr>
<td>Customer Service for Agencies</td>
<td>$1,250</td>
</tr>
<tr>
<td>Commercial, Industrial and Institutional Survey Training</td>
<td>$2,500</td>
</tr>
<tr>
<td>Large Landscape</td>
<td>$1,750</td>
</tr>
<tr>
<td>2 – Day Residential Water Survey Training <em>(WRD supplies home for class)</em></td>
<td>$3,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>UGoGreen</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Language</strong></td>
<td><strong>Eng.</strong></td>
</tr>
<tr>
<td>Edible Gardening</td>
<td>$1,000</td>
</tr>
<tr>
<td>Administration</td>
<td>Rate</td>
</tr>
<tr>
<td>-----------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Program Manager Meetings</td>
<td>$150/hour</td>
</tr>
<tr>
<td>Curriculum Development (This depends on the class</td>
<td></td>
</tr>
<tr>
<td>length and topic. This includes text for curriculum</td>
<td>$10,000 -</td>
</tr>
<tr>
<td>and handbook intro and demonstration equipment.</td>
<td>$15,000</td>
</tr>
<tr>
<td>Final cost to be agreed upon by Work Order.)</td>
<td></td>
</tr>
<tr>
<td>Translation Services (This can be a flat rate for</td>
<td>Flat Rate</td>
</tr>
<tr>
<td>a major project such as a class or an hourly rate</td>
<td>or $150/hour</td>
</tr>
<tr>
<td>for a simple translation)</td>
<td></td>
</tr>
<tr>
<td>All class rates are inclusive of administrative</td>
<td>$</td>
</tr>
<tr>
<td>assistant tasks and duties</td>
<td></td>
</tr>
<tr>
<td>All class rates include a license to print</td>
<td>$</td>
</tr>
<tr>
<td>handbooks for each class</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Other</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Speaking Engagements (This includes speaking to an</td>
<td>$750</td>
</tr>
<tr>
<td>audience on a selected topic without a PowerPoint</td>
<td></td>
</tr>
<tr>
<td>presentation or handout materials for up to 3 hours.)</td>
<td></td>
</tr>
<tr>
<td>Booths and Tabling (This includes sitting at</td>
<td>$150/hour</td>
</tr>
<tr>
<td>booths at conferences, fairs and festivals</td>
<td></td>
</tr>
<tr>
<td>promoting any topic selected by WRD and answering</td>
<td></td>
</tr>
<tr>
<td>questions)</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT C
EVIDENCE AND REQUIRED FORMS OF INSURANCE

Checklist for Additional Insured Endorsement

Contractor Name: ____________________________________________________________

Project Name: ______________________________________________________________

Refer to the Additional Insured Endorsements forms E1-8 following:

Endorsement(s)

☐ Additional Insured (AI) Status – GENERAL LIABILITY - Member Water District, its directors, officers, employees, or authorized volunteers are named as additional insureds - as broad as following forms:

  o Form CG 20 10 11 85 (E1) or
  
  o BOTH CG 20 10 (E2) and CG 20 37 (E3) if forms with later edition dates provided (usually 10 01 or 07 04 editions). Also acceptable CG 20 10 04 13 (or older editions E2) specifically naming the District parties or using language that states "as required by contract"

  o “Blanket” Endorsement - (no specific policy number) (E4) covering one or more of the above endorsements required with words "as required by written contract/agreement".

  o If large number of Subcontractors - Additional Insured endorsement CG 20 38 04 13 recommended. (E5)

  o Policy numbers - matches policy number shown on Certificate of Insurance. (see Optional Dec. Page/Endorsement pages below)

  o Primary Coverage – The primary/non-contributory language is included. “The insurance provided by this policy shall be primary as respects any claims related to the ______________ Project. Any insurance, self-insurance, or other coverage maintained by the district, its directors, officers, employees, or volunteers shall not contribute to it.” e.g. Form CG 20 01 (E6)

☐ Auto liability (Optional (E7)) AI - most standard forms have automatic AI but some carriers provide endorsement

☐ Waiver of Subrogation (Workers Compensation and Property (Course of Construction, if required in contract) (E8)

☐ Optional - For extra confidence in verifying coverage require Declaration Page and Endorsement Schedule pages - compare the endorsement numbers. Look out for Amendment of contractual liability and or prior works exclusions - refer to Legal Counsel.
MEMORANDUM
ITEM NO. 7

DATE: MARCH 16, 2018

TO: EXTERNAL AFFAIRS COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: APPROVE COMMITTEE MEMBER LEVEL SPONSORSHIP FOR THE LOS ANGELES BUSINESS COUNCIL (LABC) SUSTAINABILITY SUMMIT

SUMMARY
The Los Angeles Business Council (LABC) is renowned for its effective advocacy and educational programs throughout the region, and is a vital representative of business leaders from all industry sectors. The LABC provides its members with strong conduits to local, state and federal officials through targeted policy recommendations and key issue briefings, and annually hosts the influential Mayoral Housing, Education and Sustainability Summits and Los Angeles Architectural Awards luncheon. Their mission is to “unite the power of business with the power of government for education and advocacy to promote environmental and economic sustainability.”

LABC has invited WRD to participate in the 2018 Sustainability Summit as an event sponsor at the “Committee Member” level. This annual summit will be held at the Getty Center and is expected to be a successful event, drawing in more than 1,500 attendees across various industries, corporations, and civic organizations. The forum advocates for business-driven solutions and effective public policy to help Los Angeles realize a more sustainable future. Featured speakers at the 2018 Summit include the Honorable Kevin De Leon, Senate President Pro Tem and the Honorable Laura Friedman, Assembly Assistant Speaker Pro Tem for the State of California. The “Committee Member” sponsorship of $5,000 for which WRD will receive the following benefits:

• Silver Sponsor Recognition in all Print/Electronic Media, Event Materials and Signage
• Registration for 3 guests at the VIP reception
• Registration for 6 guests at the Summit with preferred seating
• Quarter page ad in Summit Program
• Distribution of promotional materials in Summit registration area

FISCAL IMPACT
None. The FY 2017-18 budget has sufficient funding for the sponsorship amount.

STAFF RECOMMENDATION
The External Affairs Committee recommends the Board of Directors approve WRD’s conference sponsorship participation to the Los Angeles Business Council for an amount not to exceed $5,000.
DATE: MARCH 16, 2018

TO: EXTERNAL AFFAIRS COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: APPROVE EARTH DAY SPONSORSHIP FOR THE FRIENDS OF THE LOS ANGELES RIVER (FOLAR) – THE GREAT LA RIVER CLEANUP EVENT

SUMMARY
Friends of the Los Angeles River (FOLAR) is a local nonprofit whose mission is to ensure a publicly accessible and ecologically sustainable Los Angeles River by inspiring river stewardship through community engagement, education, advocacy, and thought leadership. FOLAR is a leading community organization guiding River policy and connecting communities to the River, nationally respected as a leader in urban river revitalization with a membership of 100,000. FOLAR has also been a WRD Groundwater Festival presenter with their mobile education trailer, educating about the nexus between the LA River and local groundwater supplies.

FOLAR’s largest outreach event is their annual Great LA River Cleanup where 10,000 volunteers come together to clean 100 tons of trash from several different sites along the LA River. This year, they've invited WRD to sponsor and co-host the Willow Street Estuary site in Long Beach with $1,500. The funds will help cover the costs of organizing and supplying the cleanup site, where last year 1,200 participants cleaned thousands of pounds of trash from the riverbed. Furthermore, WRD will be included in cleanup-related collateral and WRD will staff an exhibit tent at the cleanup site where participants can learn more about groundwater recharge, WRD’s Groundwater Basins Master Plan, and water conservation.

FISCAL IMPACT
None. The FY 2017-18 budget has sufficient funding for the sponsorship amount.

STAFF RECOMMENDATION
The External Affairs Committee recommends the Board of Directors to approve WRD’s Earth Day sponsorship participation with FOLAR for an amount not to exceed $1,500.
DATE: MARCH 16, 2018
TO: EXTERNAL AFFAIRS COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: SOCIAL MEDIA UPDATE

SUMMARY
Communications and outreach through internet and social media platforms has become a critical communication tool for reaching broad audiences, including the general public, public officials, environmental organizations, media and other target populations concerned about groundwater. In 2017, WRD reached a broad spectrum of stakeholders through social media.

Staff has applied implemented an extensive campaign to attract more followers to our various social media platforms. Staff will provide an update on social media progress and activities.

FISCAL IMPACT
None.

STAFF RECOMMENDATION
For discussion and possible action.
DATE: MARCH 16, 2018

TO: EXTERNAL AFFAIRS COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: DEPARTMENT REPORT

SUMMARY
Staff will report any significant department activities that are not agendized and require no action on the part of the Committee.

FISCAL IMPACT
None.

STAFF RECOMMENDATION
The External Affairs Committee receive and file the report.