MEETING OF THE CAPITAL IMPROVEMENT PROJECTS COMMITTEE OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
4040 PARAMOUNT BLVD., LAKEWOOD, CALIFORNIA 90712
11:00 A.M., WEDNESDAY, MAY 9, 2018

AGENDA

EACH ITEM ON THE AGENDA, NO MATTER HOW DESCRIBED, SHALL BE DEEMED TO INCLUDE ANY APPROPRIATE MOTION, WHETHER TO ADOPT A MINUTE MOTION, RESOLUTION, PAYMENT OF ANY BILL, APPROVAL OF ANY MATTER OR ACTION, OR ANY OTHER ACTION. ITEMS LISTED AS "FOR INFORMATION" MAY ALSO BE THE SUBJECT OF AN "ACTION" TAKEN BY THE BOARD OR A COMMITTEE AT THE SAME MEETING.

1. DETERMINATION OF A QUORUM

2. PUBLIC COMMENT
   Pursuant to Government Code Section 54954.3

3. AWARD CONTRACT FOR PROFESSIONAL SERVICES FOR THE REGIONAL BRACKISH WATER RECLAMATION FEASIBILITY STUDY
   Staff Recommendation: The Capital Improvement Projects (CIP) Committee recommends the Board of Directors approve a professional services contract with CH2M Hill Engineers, Inc., subject to approval as to form by District Counsel, for $1,399,828 with a 10% contingency of $139,982, for a total not to exceed contract amount of $1,539,811.

4. AUTHORIZE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT FOR ALBERT ROBLES CENTER (ARC) OUTREACH ACTIVITIES AND MEDIA OUTREACH WITH CCE CONSULTING GROUP
   Staff Recommendation: The Capital Improvement Projects (CIP) Committee recommends the Board of Directors execute Amendment No. 2 with CCE Consulting Group, subject to approval as to form by District Counsel, for an additional amount not to exceed $100,000 and extend the term of the agreement to December 31, 2019.

5. AUTHORIZE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT FOR GRIP OUTREACH SUPPORT WITH DAKOTA COMMUNICATIONS
   Staff Recommendation: The Capital Improvement Project (CIP) Committee recommends the Board of Directors execute Amendment No. 2 with Dakota Communications, subject to approval as to form by District Counsel, for an additional amount not to exceed $250,000 and extend the term of the agreement to December 31, 2019.
6. ALBERT ROBLES CENTER (ARC) DESIGN-BUILD PROJECT PROGRESS REPORT  
**Staff Recommendation:** The Capital Improvement Project (CIP) Committee recommends the Board of Directors receive and file the report.

7. ALBERT ROBLES CENTER (ARC) OUTREACH PROGRAMS UPDATE  
**Staff Recommendation:** For discussion and possible action.

8. DEPARTMENT REPORT  
**Staff Recommendation:** The Capital Improvement Project (CIP) Committee recommends the Board of Directors receive and file the report.

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

10. ADJOURNMENT
    The Committee will adjourn to its next regularly meeting scheduled for May 23, 2018 at 11:00 a.m.
MEMORANDUM

ITEM NO. 3

DATE: MAY 9, 2018
TO: CAPITAL IMPROVEMENT COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AWARD CONTRACT FOR PROFESSIONAL SERVICES FOR THE REGIONAL BRACKISH WATER RECLAMATION FEASIBILITY STUDY

SUMMARY

The Water Replenishment District (WRD) manages and replenishes the West Coast Basin (Basin), an adjudicated basin serving 1.5 million residents and 20 cities. Currently 600,000 AF of groundwater in the Basin cannot be pumped for potable use because of existing high salinity levels. As a result, capacity for groundwater storage is constrained. WRD’s proposed Regional Brackish Water Reclamation Program and associated Feasibility Study would look at desalinating the saline plume and sustain a 20,000 AFY yield for a useful life of approximately 30 years, which equates to approximately 20 million gallons per day of new potable water supplies in the Los Angeles area. By removing this existing high salinity water from the West Coast Groundwater Basin, WRD will not only create a safe and reliable potable water supply for cities, but will also reclaim the ability to store water in the Basin.

In August 2017 the WRD Capital Improvement Committee and Board of Directors signed a grant application resolution for a Regional Brackish Water Reclamation Program Feasibility Study for the Proposition 1 - Desalination grant solicitation. WRD staff submitted a grant application to the Department of Water Resources (DWR) on September 1, 2017. WRD was notified on January 24, 2018 that the grant application was successful and the District is being awarded $700,000 as part of a 50% match share, for a total project cost of $1.4M, towards the development of a Regional Brackish Water Reclamation Program Feasibility Study (Feasibility Study).

The Feasibility Study should take a total of 12 months to complete with six regional partners currently participating alongside WRD: City of Manhattan Beach, Los Angeles Department of Water and Power, City of Torrance, California Water Service, Golden State Water Company and West Basin Municipal Water District. WRD will be funding the Feasibility Study and facilitate an activate stakeholder process to determine a recommended makeup for a Regional Brackish Water Reclamation Program.

Staff released a Professional Services RFP for the Regional Brackish Water Reclamation Program Feasibility Study on February 26, 2018. A mandatory pre-proposal meeting was held on March 6, 2018 and attended by 29 consultants. Staff received a total of four proposals and interviewed all four teams. A total of four individuals made up the scoring panel, two WRD staff, one California Water Services staff and one staff member from the City of Torrance.
All panelists scored both the proposals and interviews individually and the scores were averaged to determine the final scoring matrix attached as Exhibit 1. Based on these results staff recommends the Regional Brackish Water Reclamation Program Feasibility Study be awarded to CH2M/Jacobs. CH2M/Jacobs brings a 100% LBE team with a metered approach to stakeholder consensus, innovative solutions to some of the larger project challenges along with direct understanding of WRD and stakeholder governance through preparation of WRD’s Groundwater Basin’s Master Plan.

CH2M/Jacobs brings a host of in house modeling tools to help run multiple cost and feasibility scenarios simultaneously for stakeholder consensus and buyoff. The ability to run multiple project scenarios side by side and be able to make changes during stakeholder involvement will help keep the Feasibility Study moving forward at a steady pace without having to start over from scratch at every milestone.

The CH2M/Jacobs team includes recognized industry experts in every section of the feasibility study, including but not limited to: Paul Brown-Former Program Manager for the Metropolitan Water District’s Regional Recycled Water Program’s Feasibility Study to manage the stakeholder involvement process, Jim Stahl- former General Manager of LA County Sanitation Districts to manage the bring discharge challenges, Leofwin Clark- previous President of the Water Design Build Council to manage project delivery analysis, and Rich Nagel- former General Manager for a MWD wholesale agency with direct experience in understanding the jurisdictional/governance impacts to potential partnerships. In addition to the proposed staff working on the project, the CH2M/Jacobs team has proposed the most amount of hours to dedicate to the project than any other team with over 6,700 total project hours, most of those hours allocated to critical tasks with the appropriate staff lead.

**FISCAL IMPACT**

The estimated budget for this study is $1,399,828. The District received a $700,000 grant from the DWR, resulting in the District’s cost-share to be $839,811. This amount is currently budgeted in the 2017-2018 and 2018-2019 CIP budgets.

**STAFF RECOMMENDATION**

The Capital Improvement Projects (CIP) Committee recommends the Board of Directors approve a professional services contract with CH2M Hill Engineers, Inc., subject to approval as to form by District Counsel, for $1,399,828 with a 10% contingency of $139,982, for a total not to exceed contract amount of $1,539,811.

Attachments:

A. Scoring Matrix  
B. Draft Professional Services Agreement – Regional Brackish Water Reclamation Program Feasibility Study
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**EVALUATION CRITERIA**

- Proposal
- Oral presentation
- Written Proposal Evaluation
- Oral Presentation Evaluation
- Written Total Score

**EVALUATION RESULTS**

Regional English Writing Improvement Program Feasibility Study

Thrusday, May 1st, 2018

Capital Improvement Committee
This Professional Services Agreement (the “Agreement”) is made and entered into this ___ day of May, 2018, by and between the Water Replenishment District of Southern California (“District or WRD”) and CH2M HILL ENGINEERS, INC., (“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 May __, 2018 and shall end on December 31, 2019 (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 A 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 A, 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, data, 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: Diane Gatza.

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
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. **Conflicts 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:

Steve Alt
CH2M Hill Engineers, Inc.
1000 Wilshire Blvd. Suite 2100
Los Angeles, CA 90017
Phone: 619-272-7253
Email: steve.alt@ch2m.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

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<td>John D.S. Allen</td>
<td>Willard H. Murray, Jr.</td>
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<td>Print Name</td>
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<td>Secretary, Board of Directors</td>
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CH2M HILL ENGINEERS, INC., ("CONSULTANT")

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Approved As To Form
LEAL, TREJO LLP

Attorneys for the Water Replenishment District of Southern California
EXHIBIT A

SCOPE OF WORK

1. Consultant shall perform the detailed scope of work described in the Request for Proposal (RFP) for the Brackish Water Reclamation Program Feasibility Study, attached hereto as Exhibit A-1, and as provided by the Consultant their proposal and scope of services, attached hereto as Exhibit A-2. Should there be any discrepancy between the scope of work detailed in Exhibit A-1 and the proposal and scope of services in Exhibit A-2, the scope of work in Exhibit A-1 shall prevail.

2. Consultant shall perform the scope of services contained in their proposal in accordance with the approach documented in Exhibit A-2.
EXHIBIT A-1

REQUEST FOR PROPOSALS (RFP) FOR REGIONAL BRACKISH WATER RECLAMATION PROGRAM FEASIBILITY STUDY
MEMORANDUM
ITEM NO. 4

DATE: MAY 9, 2018
TO: CAPITAL IMPROVEMENT PROJECT (CIP) COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AUTHORIZE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT FOR ARC OUTREACH ACTIVITIES AND MEDIA OUTREACH WITH CCE CONSULTING GROUP

SUMMARY
The CCE Consulting Group has assisted WRD and Dakota Communications in its outreach efforts with the Albert Robles Center (ARC) as part of the public advocacy and awareness campaign to educate and gain support from various stakeholders of the District’s ARC outreach initiatives. These efforts include conducting community outreach activities, identifying stakeholders within WRD’s service area, Spanish Media Outreach, and 24-hour hotline response.

The timeline and schedule for ARC construction has extended beyond initially anticipated. In an effort to maintain continued public outreach and education about the project throughout neighborhoods and communities surrounding the site, the District is seeking to extend the period of the contract and provide an additional budget amount for the increased scope of work.

WRD entered into a professional services agreement on July 16, 2015 for an amount not to exceed $150,000 and a contract expiring on June 30, 2018.

Additional ARC outreach is needed to inform the public of ARC’s progress and branding. These outreach efforts will build upon the trusting working relationships with District stakeholders. Staff recommends an additional contract amount not to exceed $100,000 and expiring on December 31, 2019.

FISCAL IMPACT
Sufficient funds exist in the adopted Five-Year Capital Improvement Program budget to cover this proposed contract amendment.

STAFF RECOMMENDATION
The Capital Improvement Projects (CIP) Committee recommends the Board of Directors execute Amendment No. 2 with CCE Consulting Group, subject to approval as to form by District Counsel, for an additional amount not to exceed $100,000 and extend the term of the agreement to December 31, 2019.

ATTACHMENTS
(1) DRAFT Amendment No. 1 with CEE Consulting Group
AMENDMENT NO.1 TO CONTRACT NO. 835
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
CCE CONSULTING GROUP

This Amendment No.1 to Contract No. 835, is made and entered into this ___ day of ____, 2018 ("Effective Date"), by and between the Water Replenishment District of Southern California (hereinafter "District"), and CCE Consulting Group, (hereinafter "Consultant"). The District and Consultant are collectively referred to herein as the "Parties".

I. RECITALS

A. WHEREAS, On July 16, 2015, a certain agreement, hereinafter referred to as Contract No. 835 ("Agreement"), was executed between the District and Consultant for the Consultant to assist the District in its public outreach efforts related to the Groundwater Reliability Improvement Project (GRIP); and

B. WHEREAS, District and Consultant desire to enter into Amendment No.1 in order to increase the budgetary amount and extend the term of the Agreement, as set forth below, for the continuation of GRIP public outreach efforts throughout the neighborhood and communities surrounding the GRIP site due to the GRIP construction project schedule being extended beyond the originally planned timeline schedule.

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

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

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

CCE CONSULTING GROUP, ("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

________________________________________________________________________
Title

Approved As To Form
LEAL, TREJO APC

________________________________________________________________________
Attorneys for the Water Replenishment District of Southern California
This Professional Services Agreement (the "Agreement") is made and entered into this 16 day of July, 2015, by and between the Water Replenishment District of Southern California ("District") and CCE Consulting Group ("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 July 16, 2015 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 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 the following expenses. Provided, Consultant shall obtain the District's prior written approval before incurring an expense for which Consultant intends to seek reimbursement in excess of $500.00.

3.2.1 Transportation, Meals and Lodging. Consultant shall be reimbursed for transportation, meals and lodging expenses in accordance with the provisions of the District's Administrative Code applicable to reimbursement of such expenses when incurred by District employees.

3.2.2 Miscellaneous Expenses. Unless otherwise provided at Exhibit B, and subject to the provisions of Paragraph 3.2, the District shall reimburse Consultant for all out of pocket costs charged to Consultant by third parties although 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. 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 property 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 Whittaker, 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 $1,000,000 and a general aggregate limit of no less than $1,000,000.

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 polices except workers’ compensation and professional liability, shall name as additional insured the Water Replenishment District of Southern California, its directors, officers, employees, agents and representatives.

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 twenty (20) 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 All policies 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 better.

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 attorney’s 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:

**Erick Verduzco-Vega**
**CCE Consulting Group**
P.O. Box 16376
Long Beach, CA 90250
Phone: 949-439-7287
Fax: 310-676-2568

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

21. **Integration: Construction.** This Agreement 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. 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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<td>Sergio Calderon</td>
<td>Rob Katherman</td>
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<td>Print Name</td>
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<tr>
<td>President, Board of Directors</td>
<td>Secretary, Board of Directors</td>
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**CCE CONSULTING GROUP ("CONTRACTOR")**

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<tr>
<td>Erick Vinedro Vega</td>
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<td>Print Name</td>
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Approved As To Form

LEAL, TREJO APC

H. Francisco Leal
Attorneys for the Water Replenishment District of Southern California
EXHIBIT A
SCOPE OF WORK

Working with Dakota Communications, CCE Consulting Group will provide the following community outreach services as part of the public advocacy and awareness campaign to educate and gain support from various stakeholders of the agency’s GRIP outreach initiatives:

1.0 Stakeholder Outreach:
Working closely with Dakota Communications, CCE Consulting Group will identify and reach out to key stakeholders within the WRD service area. These stakeholders include but are not limited to: government officials, community leaders, school districts, private industries, religious leaders, labor organizations, environmental groups, chambers of commerce, community-based organizations, service organizations, neighborhood councils, and homeowners associations.

CCE Consulting Group will identify these stakeholders and assist in coordinating, conducting, and implementing direct outreach activities to educate stakeholders of GRIP initiatives. Working with Dakota Communications, CCE Consulting Group will setup meetings with key stakeholders and help identify, develop, and implement various outreach methods to best reach out to all stakeholders within WRD’s service area.

CCE will collect and document all outreach activities and provide Dakota Communications with monthly activity reports as needed or as instructed. CCE will continue to identify key stakeholder categories to conduct community engagement activities for the duration of the project, and will remain flexible and conduct community outreach activities as it becomes appropriate and as instructed by Dakota Communications and WRD.

2.0 Spanish Speaking Media Outreach:
Under the supervision and direction of Dakota Communications and John Schwada, the Strategic Media Director working with Dakota Communications on this project, CCE will implement a strategic Spanish speaking media outreach program to reach out to the diverse Spanish-speaking constituents across the WRD service areas.

CCE will coordinate and serve as a liaison with Spanish media for interview and coverage opportunities. Working closely with the team, CCE will reach out to Spanish language media with messages to target key demographics in the Spanish language market. Messages will be developed by working closely with Dakota Communications and the Strategic Media Director to ensure that the overall messaging is consistent with the GRIP outreach program.

CCE will also seek earned media opportunities with Spanish language media outlets to complement the strategic outreach efforts of the program. Working closely with Dakota
Communications, CCE will seek earned media opportunities in print with op-ed pieces, and through local radio and television programs that emphasize public affairs and local issues.
EXHIBIT B
CONSULTANT RATE SCHEDULE

1.0 Consultant shall be compensated for actual services performed in accordance with this Agreement per the schedule of labor classification and hourly rate as follows:

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<td>Partner</td>
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2.0 A budgetary amount not to exceed $150,000 (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.
MEMORANDUM
ITEM NO. 5

DATE: MAY 9, 2018
TO: CAPITAL IMPROVEMENT PROJECT (CIP) COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AUTHORIZE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT FOR ARC OUTREACH SUPPORT WITH DAKOTA COMMUNICATIONS

SUMMARY
Dakota Communications (Dakota) supports the District with a broad array of communication and education services related to the Albert Robles Center (ARC). The ARC construction and commissioned activities will continue over the course of the next year, including, but not limited to, construction activities in the public right of way, community updates, the naming of the facility and the grand opening. Continued outreach to inform the public of ARC’s progress and branding will cultivate and build upon the trusting working relationships with District stakeholders, which will contribute to a successful completion of the overall ARC effort and subsequent outreach events at the facility.

The timeline and schedule for ARC construction has extended beyond initially anticipated. In an effort to maintain continued public outreach and education about the project throughout neighborhoods and communities surrounding the site, the District is seeking to extend the period of the contract and provide an additional budget amount for the increased scope of work.

WRD entered into a professional services agreement with Dakota Communications on June 30, 2015 ending June 30, 2018 for an amount not to exceed $350,000.

WRD entered into Amendment No. 1 on March 2, 2017 for an additional amount of $350,000 and contract expiring on Dec. 31, 2018.

Staff recommends an additional contract amount not to exceed $250,000 and expiring on December 31, 2019

FISCAL IMPACT
Sufficient funds exist in the adopted Five-Year Capital Improvement Program budget to cover this proposed contract amendment.

STAFF RECOMMENDATION
The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors execute Amendment No. 2 with Dakota Communications, subject to approval as to form by District Counsel, for an additional amount not to exceed $250,000 and extend the term of the agreement to December 31, 2019.

ATTACHMENTS
(1) DRAFT Amendment No. 2 with Dakota Communications
AMENDMENT NO. 2 TO CONTRACT NO. 832
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
DAKOTA COMMUNICATIONS

This Amendment No.2 to Contract No. 832, is made and entered into this ___
day of ___ , 2018 ("Effective Date"), by and between the Water Replenishment District
of Southern California (hereinafter "District"), and Dakota Communications, (hereinafter
"Consultant"). The District and Consultant are collectively referred to herein as the
"Parties".

I.
RECITALS

A. WHEREAS, On July 16, 2015, a certain agreement, hereinafter referred to
as Contract No. 832 ("Agreement"), was executed between the District and Consultant
for the Consultant to assist the District in its public outreach efforts related to the
Groundwater Reliability Improvement Project (GRIP); and

B. WHEREAS, on March 2, 2017 the District and Consultant entered into
Amendment No.1 in order to extend the term of the Agreement and increase the
budgetary amount; and

C. WHEREAS, the District and Consultant now desire to enter into
Amendment No.2 in order to increase the budgetary amount and to extend the term of the
Agreement, as set forth below, for the continuation of GRIP public outreach efforts
throughout the neighborhood and communities surrounding the GRIP site due to the
GRIP construction project schedule being extended beyond the originally planned
timeline schedule.

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 Amendment No.1 to the Agreement, a copy of which is
attached hereto as Exhibit "B", are incorporated herein by reference, shall remain in full
force and effect except as otherwise hereinafter provided.

1. Fee: The existing budgetary amount shall be increased by an amount not
to exceed Two Hundred Fifty Thousand Dollars ($250,000.00).

2. Term of the Agreement: The term of the Agreement shall be extended to
June 30, 2019 (the "Expiration Date").
3. Remaining Portion of the Agreement: Except as otherwise expressly set forth in this Amendment No.2, all other provision of the Agreement as amended to date shall remain in full force and effect between the Parties.
IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the Agreement to be executed as of the Effective Date.

DAKOTA COMMUNICATIONS, ("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
This Professional Services Agreement (the "Agreement") is made and entered into this 16 day of July, 2015, by and between the Water Replenishment District of Southern California ("District") and Dakota Communications ("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 June 30, 2015 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 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 the following expenses. Provided Consultant shall obtain the District’s prior written approval before incurring an expense for which Consultant intends to seek reimbursement in excess of $500.00.

3.2.1 Transportation, Meals and Lodging. Consultant shall be reimbursed for transportation, meals and lodging expenses in accordance with the provisions of the District’s Administrative Code applicable to reimbursement of such expenses when incurred by District employees.

3.2.2 Miscellaneous Expenses. Unless otherwise provided at Exhibit B, and subject to the provisions of Paragraph 3.2, the District shall reimburse Consultant for all out of pocket costs charged to Consultant by third parties although 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. 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 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 property 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 $1,000,000 and a general aggregate limit of no less than $1,000,000.

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 polices except workers’ compensation and professional liability, shall name as additional insured the Water Replenishment District of Southern California, its directors, officers, employees, agents and representatives.

Rick Taylor – Partner, Lead Consultant

Kerman Maddox – Managing Partner
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 twenty (20) 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 All policies 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 better.

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 attorney's 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:

Rick Taylor
11845 W. Olympic Blvd. Suite 645
Los Angeles, CA 90403
Phone: 310-815-8444
Fax: 310-815-8414

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

21. Integration; Construction. This Agreement 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. 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

[Signatures and print names]

President, Board of Directors

[Title]

DAKOTA COMMUNICATIONS ("CONTRACTOR")

[Signatures and print names]

[Title]

Approved As To Form

LEAL, TREJO APC

[Signature]

H. Francisco Leal
Attorneys for the Water Replenishment District of Southern California
EXHIBIT A
SCOPE OF WORK

1.0 SCOPE

This statement of work defines the effort for the Groundwater Reliability Improvement Project (GRIP) Lead Consulting Firm, Dakota Communications.

2.0 OVERVIEW

Thank you for the opportunity to present a scope of work for the GRIP project. We have enjoyed working together on this project over the last two years.

Dakota Communications shall lead the GRIP consulting team to provide a variety of public relations consulting services. These services will include but are not limited to: community outreach, stakeholder outreach, public affairs consultation, collateral development, strategic planning, media relations, and event planning and implementation. On this project, Dakota Communications will work closely with WRD Board Members and Staff and the consulting team to achieve GRIP objectives throughout the District.

3.0 DESCRIPTION OF SERVICES

3.1 COMMUNITY AND STAKEHOLDER OUTREACH

- Community Outreach — Dakota Communications shall direct the consulting team and work closely with WRD staff in community outreach efforts to garner support for GRIP.
- Stakeholder Outreach — Dakota Communications shall assist in the direct communications and meeting coordination for key stakeholders. Key stakeholders include but are not limited to: environmental organizations, health groups and officials, the religious community, neighborhood groups and leaders, and labor organizations, etc.
- Elected Official Outreach — Dakota Communications shall work closely with WRD Board Members and staff to communicate and arrange meetings with key Elected Officials to educate and earn their support on GRIP.

3.2 COLLATERAL DEVELOPMENT

- Dakota Communications shall oversee the following tasks for the development of collateral materials (postcards, flyers, newsletters, and brochures) that relate to the GRIP project.
  - Graphic Design and Artwork.
  - Assist in Messaging, Copy and Text — (English/Spanish).
- Print and Mail of all collateral materials.
- Develop Design Guideline Book
3.3 CONSULTATION WITH GRIP COMMITTEE, BOARD OF DIRECTORS, EXTERNAL AFFAIRS COMMITTEE

- GRIP Committee Meetings – Dakota Communications shall update the GRIP committee on an ongoing basis.
- Board of Directors – Dakota Communications shall attend WRD Board Meetings and advise on developments with the GRIP project and the AWT site in Pico Rivera.
  - Public Affairs – Dakota Communications shall provide public affairs consultation and strategic counsel regarding the GRIP project to WRD board members in coordination with WRD Staff.
  - Crisis Management – Dakota Communications shall assist in the mitigation of public affairs issues that pertain to the GRIP project.
- External Affairs – Dakota Communications shall work closely with WRD External Affairs to achieve community and stakeholder outreach objectives for GRIP District wide.
- Key Public Meetings – Dakota Communications shall assist in coordinating the community outreach and planning for key public meetings and hearings throughout the district on the GRIP project.

3.4 MEDIA RELATIONS

- Press Releases – Dakota Communications shall work closely with the earned media consultant to oversee press releases for GRIP milestones.
- Op-Ed Development and Placement – Dakota Communications shall work closely with the earned media consultant to help direct strategic placement of Op-Ed’s pertaining to GRIP in major local newspapers.
- Website – Dakota Communications shall oversee the design and content of the GRIP website.
- Social Media – Dakota Communications shall design a social media program in coordination with WRD staff.

3.5 EVENT PLANNING AND IMPLEMENTATION

- Event Outreach – Dakota Communications shall assist in the community outreach, planning, and implementation of events that pertain to GRIP and the AWT site.
EXHIBIT B
CONSULTANT RATE SCHEDULE

1.0 Consultant shall be compensated for actual services performed in accordance with this Agreement per the schedule of labor classification and hourly rate as follows:

<table>
<thead>
<tr>
<th>PROJECT TEAM</th>
<th>HOURLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>PARTNER</td>
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</tr>
<tr>
<td>PROJECT MANAGER</td>
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</tr>
<tr>
<td>GRAPHIC DESIGN</td>
<td>$110.00</td>
</tr>
<tr>
<td>PROJECT ASSISTANT</td>
<td>$85.00</td>
</tr>
</tbody>
</table>

2.0 A budgetary amount not to exceed $350,000 (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.
MEMORANDUM
ITEM NO. 6

DATE: MAY 9, 2018
TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: ALBERT ROBLES CENTER (ARC) DESIGN-BUILD PROJECT PROGRESS REPORT

SUMMARY
The Albert Robles Center (ARC) project schedule includes numerous critical path milestones that must be managed and attained to meet the overall CY2018 project completion objective. Design and construction related activities commenced starting in July 2016. District staff will provide a regular verbal progress report to the CIP Committee.

FISCAL IMPACT
None.

STAFF RECOMMENDATION
The Capital Improvement Project (CIP) Committee recommends the Board of Directors receive and file the report.
DATE: MAY 9, 2018
TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: ALBERT ROBLES CENTER (ARC) OUTREACH PROGRAMS UPDATE

SUMMARY
The Albert Robles Center (ARC) Outreach Programs update will be provided at the meeting.

FISCAL IMPACT
None.

STAFF RECOMMENDATION
For discussion and possible action.
MEMORANDUM
ITEM NO. 8

DATE: MAY 9, 2018
TO: CAPITAL IMPROVEMENT PROJECTS (CIP) 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 Capital Improvement Projects (CIP) Committee receive and file the report.