MEETING OF THE EXTERNAL AFFAIRS COMMITTEE
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
4040 PARAMOUNT BLVD., LAKEWOOD, CA. 90712
11:00 AM, MONDAY, AUGUST 13, 2018

AGENDA

Each item on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt minute motion, resolution, payment of any bill, approval of any matter or action, or any other action. Items listed as "For information" or "For discussion" 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

3. APPROVE MINUTES OF JUNE 11, 2018 MEETING OF THE EXTERNAL AFFAIRS COMMITTEE

   Staff Recommendation: The External Affairs Committee will approve minutes as submitted.

4. SPONSORSHIP FOR LADIES TKO WATER FOR LA COUNTY FIRE FIGHTERS

   Staff Recommendation: The External Affairs Committee recommends the Board of Directors approve WRD's sponsorship participation to the Ladies TKO Water for Fire Fighters for an amount not to exceed $1,000.

5. SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT ENVIRONMENTAL JUSTICE CONFERENCE

   Staff Recommendation: For discussion and possible action.

6. SPONSORSHIP FOR ANNUAL LABOR BREAKFAST AND WORKING PEOPLE AWARDS

   Staff Recommendation: The External Affairs Committee recommends the Board of Directors approve WRD's sponsorship participation to the Annual Labor Breakfast & Working People Awards for an amount not to exceed $2,500.

7. WRD WATER BOTTLE ANALYSIS

   Staff Recommendation: For discussion and possible action.

8. AUTHORIZE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT FOR LEGISLATIVE SUPPORT WITH KIDANE & ASSOCIATES AND LANG, HANSEN, O‘MALLEY & MILLER
**Staff Recommendation:** The External Affairs Committee recommends the Board of Directors approve Amendment No. 1, subject to approval as to form by District Counsel, with Kidane & Associates, and Lang, Hansen, O’Malley & Miller for an additional amount not to exceed $144,000.00 and extend the term of the agreement to September 30, 2019.

9. **LEGISLATIVE REPORT**

10. **DEPARTMENT REPORT**

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

12. **ADJOURNMENT**

Agenda posted by BRANDON MIMS, on 08/10/2018. In compliance with ADA requirements, this document can be made available in alternative formats upon request.

In compliance with the Americans with Disabilities Act (ADA), if special assistance is needed to participate in the meeting, please contact Deputy Secretary at (562) 921-5521 for assistance to enable the District to make reasonable accommodations.

All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 4040 Paramount Boulevard, Lakewood, California 90712.

Agendas and minutes are available at the District’s website, [www.wrd.org](http://www.wrd.org).

EXHAUSTION OF ADMINISTRATIVE REMEDIES – If you challenge a District action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Deputy Secretary at, or prior to, the public hearing. Any written correspondence delivered to the District office before the District’s final action on a matter will become a part of the administrative record.
DATE: AUGUST 13, 2018

TO: EXTERNAL AFFAIRS COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: APPROVE MINUTES OF JUNE 11, 2018 MEETING OF THE EXTERNAL AFFAIRS COMMITTEE

SUMMARY

A meeting of the External Affairs Committee of the Board of Directors of the Water Replenishment District of Southern California was held on June 11, 2018 at 12:59 p.m., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Chair Pro Tem Robert Katherman called the meeting to order and presided thereafter. Senior Administrative Specialist Sherri Brown recorded the minutes.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

The External Affairs Committee will approve minutes as submitted.
A meeting of the External Affairs Committee of the Board of Directors of the Water Replenishment District of Southern California was held on June 11, 2018 at 12:59 p.m., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Chair Pro Tem Robert Katherman called the meeting to order and presided thereafter. Senior Administrative Specialist Sherri Brown recorded the minutes.

1. DETERMINATION OF A QUORUM
A quorum was present, which included:
Committee: Chair Pro Tem Robert Katherman; Sergio Calderon
Staff: Robb Whitaker; Ted Johnson; Angie Mancillas
Public: Via Phone: WRD President John D. S. Allen; Julie Chlopecki - Pacific Atlantic Partners; Bob Reeb - Reeb Government Relations, LLC; Rick Taylor - Dakota Communications

2. PUBLIC COMMENT
Pursuant to Government Code Section 54954.3
Communication and Education Services Representative Angie Mancillas requested that the Committee add two Subsequent Need items.
The Committee unanimously approved adding Subsequent Need Items 7A – Approve Sponsorship of $1,000 to Pico Rivera Chamber of Commerce and 7B – Approve Sponsorship $750 to Long Beach Chamber of Commerce.

3. LEGISLATIVE REPORT
Julie Chlopecki of Pacific Atlantic Partners provided the report Discussion followed.
Bob Reeb of Reeb Government Relations, LLC updated the Committee on current State legislative matters of importance to WRD. He reported that SB963 was set to go to the local government Assembly on Wednesday June 13th. He also said that two legislative bills, AB606 and AB1668 had passed. He brought before the Committee AB2060 and AB2064, which will be going to the Governor in August.

These two bills combined will authorize advanced payment grants for small agency projects that benefit disadvantaged communities. Discussion followed.

Upon a motion duly made by Director Calderon, seconded by Chair Pro Tem Katherman, and unanimously approved, it was

RESOLVED: That the Board of Directors approved the District’s support of AB2060 and AB2064.
This item will be added as a regular item on the agenda of the next Board of Directors meeting.

4. **AMENDMENT NO. 1 WITH COLORADO SCHOOL OF MINES FOR SOIL AQUIFER TREATMENT RESEARCH PROJECT**

   Director Katherman stepped down and Committee Vice Chair Sergio Calderon took the Chair and presided over the meeting thereafter.

   The External Affairs Committee recommended an amended recommendation to include an additional $20,000.

   Upon a motion duly made by Director Katherman, seconded by Committee Vice Chair Calderon, and unanimously approved, it was

   **RESOLVED:** That the Board of Directors approved the amended recommendation to authorize Amendment No. 1 to Agreement No. 948, subject to approval as to form, with Colorado School of Mines for the project known as the “Sequel to Performance Assessment of Surface Spreading Operations Receiving Different Blends of Tertiary/Fully Advanced Treated Recycled Water,” for a time extension through September 30, 2018 and a budget increase of $20,000.

   This will be a Consent Calendar item on the agenda of the next Board of Directors meeting.

5. **NO COST TIME EXTENSION WITH SCHLUMBERGER FOR BOREHOLE GEOPHYSICAL LOGGING**

   Upon a motion duly made by Director Katherman, seconded by Committee Vice Chair Calderon, and unanimously approved, it was

   **RESOLVED:** That the Board of Directors entered into Amendment #1 with Schlumberger for a no cost time extension for borehole geophysical logging through June 30, 2019.

   This will be a Consent Calendar item on the agenda of the next Board of Directors meeting.

6. **DEPARTMENT REPORT**

   None.

7. **DIRECTORS REPORTS, INQUIRIES AND FOLLOW-UP OF DIRECTIONS TO STAFF**
Director Katherman stated that he had been considering ways of getting the public more involved in the Brackish Desalting Project. Discussion followed.

He suggested assembling a mix of elected, non-elected, technical people and citizens for a Stakeholder Advisory Committee. The Committee requested that this issue be on the agenda of the next External Affairs Committee meeting.

7A. Subsequent Need Item:
Upon a motion duly made by Director Katherman, seconded by Committee Vice Chair Calderon, and unanimously approved, it was

RESOLVED: That the Board of Directors approved Sponsorship of $1,000 to Pico Rivera Chamber of Commerce for an upcoming event.

7B. Subsequent Need Item:
Upon a motion duly made by Director Katherman, seconded by Committee Vice Chair Calderon, and unanimously approved, it was

RESOLVED: That the Board of Directors approved Sponsorship $750 to Long Beach Chamber of Commerce for an upcoming event.

8. ADJOURNMENT
There being no further business to come before the Committee, the meeting was adjourned at 1:28 P.M.

______________________________
Chair

ATTEST:

______________________________
Member

Approved in minutes of:

______________________________
MEMORANDUM
ITEM NO. 4

DATE: AUGUST 13, 2018

TO: EXTERNAL AFFAIRS COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: SPONSORSHIP FOR LADIES TKO WATER FOR LA COUNTY FIRE FIGHTERS

SUMMARY

The State of California is facing the worst fire season in the state’s history. The blazes continue to threaten life and property of tens of thousands of California residents. Firefighters across 58 counties, including hundreds from Los Angeles County, are banding together to battle the fires in the face of extreme temperatures.

To aid firefighters, Ladies TKO is seeking to deliver bottled water for LA County firefighters in the field. The sponsorship will provide Ladies TKO financial resources to equip our regional firefighters with the water they need to remain hydrated and healthy.

FISCAL IMPACT

$1,000. Funds exist in the EA budget for the 2018-19 Fiscal Year under EAC 5910 Regional Sponsorships.

STAFF RECOMMENDATION

The External Affairs Committee recommends the Board of Directors approve WRD’s sponsorship participation to the Ladies TKO Water for Fire Fighters for an amount not to exceed $1,000.
MEMORANDUM
ITEM NO. 5

DATE: AUGUST 13, 2018

TO: EXTERNAL AFFAIRS COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT ENVIRONMENTAL JUSTICE CONFERENCE

SUMMARY

The South Coast Air Quality Management District (SCAQMD) Environmental Justice Community Partnership aims to strengthen SCAQMD’s relationships with community members and organizations. Key partnerships with public, non-profit and private organizations are important to enable SCAQMD to provide community members and local businesses with opportunities to learn about air quality related issues, including those with an energy-water nexus.

SCAQMD is seeking sponsors for their environmental justice conference which will attract leaders from diverse community and civic organizations throughout the Southern California region. This event offers WRD the opportunity to partner with a collection of environmental organizations focused on environmental justice. There is sufficient funding in the 2018-19 FY budget to provide cover a sponsorship.

FISCAL IMPACT

Sponsorship amount not to exceed $2,500.

STAFF RECOMMENDATION

For discussion and possible action.
The South Coast Air Quality Management District (SCAQMD) Environmental Justice Community Partnership aims to strengthen SCAQMD’s relationships with community members and organizations. Key partnerships with companies, like yours, are important SCAQMD to provide community members and local businesses with opportunities to learn about air quality related issues.

**SPONSORSHIP OPPORTUNITIES**

<table>
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<th>SPONSORSHIP LEVEL</th>
<th>SPONSORSHIP OPPORTUNITIES</th>
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| **GOLD SPONSOR**  | Visibility and recognition as a Gold Sponsor throughout the conference and on all promotional materials  
|                   | Recognition as a Gold Sponsor on SCAQMD social media platforms and website  
|                   | Recognition as a Gold Sponsor in SCAQMD newsletter  
|                   | One full-page color ad in the conference program  
|                   | One exhibitor booth at the event  
| **$7,500**         |                           |
| **SILVER SPONSOR** | Visibility and recognition as a Silver Sponsor throughout the conference and on all promotional materials  
|                   | Recognition as a Silver Sponsor on SCAQMD social media platforms and website  
|                   | One half-page color ad in the conference program  
|                   | One exhibitor booth at the event  
| **$5,000**         |                           |
| **BRONZE SPONSOR** | Visibility and recognition as a Bronze Sponsor throughout the conference and on all promotional materials  
|                   | Recognition as a Bronze Sponsor on SCAQMD social media platforms and website  
|                   | One ¼ page color ad in the conference program  
|                   | One exhibitor booth at the event  
| **$2,500**         |                           |
| **GREEN SPONSOR**  | Visibility and recognition as a Green Sponsor throughout the conference and on all promotional materials  
|                   | Recognition as a Green Sponsor on SCAQMD social media platforms and website  
| **$1,000**         |                           |
| **DECOR SPONSOR**  | Logo placement on sustainable centerpieces (sure to capture the eyes of all attendees)  
|                   | Visibility and recognition as a sponsor throughout the conference and on all promotional materials  
|                   | Recognition as a sponsor on SCAQMD social media platforms and website  
| **$3,500**         |                           |
| **NOTEPAD SPONSOR**| Logo placement on notepads provided to all attendees  
|                   | Visibility and recognition as a sponsor throughout the conference and on all promotional materials  
|                   | Recognition as a sponsor on SCAQMD social media platforms and website  
| **$4,000**         |                           |

For questions or to confirm your commitment contact Alisha James at 213-891-2965 or at ajames@leeandrewsgroup.com
MEMORANDUM
ITEM NO. 6

DATE: AUGUST 13, 2018

TO: EXTERNAL AFFAIRS COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: SPONSORSHIP FOR ANNUAL LABOR BREAKFAST AND WORKING PEOPLE AWARDS

SUMMARY

Senator Ricardo Lara is hosting the 3rd Annual Labor Breakfast and Worker Appreciation Awards. The event is scheduled for Friday, September 21st in Long Beach.
This event celebrates the work, commitment, and voluntary service of workers in California’s 33rd Senate District. A Silver Sponsorship includes WRD’s name and logo on the program, a table of 10, and public recognition. There is sufficient funding available in the Regional Sponsorship account.

FISCAL IMPACT

None. Funds exist in the EA budget for the 2018-19 Fiscal Year under EAC 5910 Regional Sponsorships “Other Conferences.”

STAFF RECOMMENDATION

The External Affairs Committee recommends the Board of Directors approve WRD’s sponsorship participation to the Annual Labor Breakfast & Working People Awards for an amount not to exceed $2,500.
DATE: AUGUST 13, 2018

TO: EXTERNAL AFFAIRS COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: WRD WATER BOTTLE ANALYSIS

SUMMARY

The External Affairs Committee requested staff to study and report on the replacement of plastic bottled water with “boxed water” for distribution at community outreach events and programs. Staff will provide a report on the research performed & findings in comparing boxed water with bottled water, including financial and environmental comparisons.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

For discussion and possible action.
DATE: AUGUST 13, 2018

TO: EXTERNAL AFFAIRS COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: AUTHORIZE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT FOR LEGISLATIVE SUPPORT WITH KIDANE & ASSOCIATES AND LANG, HANSEN, O’MALLEY & MILLER

SUMMARY

Kidane & Associates, and Lang, Hansen, O’Malley & Miller has assisted the District’s primary state legislative advocate in executing an effective state advocacy strategic plan. The firm’s scope of work includes, but is not limited to, implementing the Districts objectives through the state legislative, monitoring and reviewing all legislation introduced in the State Legislature, informing the District of all legislation affecting District’s interests, and providing testimony on behalf of the District at legislative and administrative hearings when warranted and upon District approval.

WRD entered into a professional services agreement on February 1, 2018 for an amount not to exceed $48,000 ($6,000 monthly fee).

Additional legislative support is needed in assisting the District’s primary state legislative advocates. Staff recommends an additional contract amount not to exceed $144,000.00 and extend the contract term to September 30, 2019. Each month the district will pay a monthly fee of $6,000 for each month of services rendered by each firm totaling $72,000 per consultant.

FISCAL IMPACT

Sufficient funds exist in the adopted Five-Year Capital Improvement Program budget to cover this proposed contract amendment. Funds are budgeted in the FY 2018-19 budget under project EAE/5633.
STAFF RECOMMENDATION

The External Affairs Committee recommends the Board of Directors approve Amendment No. 1, subject to approval as to form by District Counsel, with Kidane & Associates, and Lang, Hansen, O’Malley & Miller for an additional amount not to exceed $144,000.00 and extend the term of the agreement to September 30, 2019.
AMENDMENT NO.1 TO CONTRACT NO. 959
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
KIDANE AND ASSOCIATES AND LANG, HANSEN, O’MALLEY AND MILLER

This Amendment No.1 to Contract No. 959 (“Agreement”), is made and entered into this ____ day of August, 2018 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and Kidane and Associates and Lang, Hansen, O’Malley and Miller, (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I. RECITALS

A. WHEREAS, On February 1, 2018, a certain agreement, hereinafter referred to as Contract No. 959, was executed between the District and Consultant for the Consultant to provide the District with legislative advocacy services; and

B. WHEREAS, District and Consultant desire to enter into this Amendment No.1 to the Agreement in order to increase the budgetary amount and extend the term of agreement, as set forth below, for the continuation of legislative advocacy support to assist the District’s primary state legislative advocates.

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 Forty Four Thousand Dollars ($144,000.00).

2. Term of Agreement: The term of the Agreement shall be extended to September 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 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.

KIDANE AND ASSOCIATES, ("CONSULTANT")

________________________________________________________________________
Signature
________________________________________________________________________
Print Name
________________________________________________________________________
Title

LANG, HANSEN, O’MALLEY AND MILLER, ("CONSULTANT")

________________________________________________________________________
Signature
________________________________________________________________________
Print Name
________________________________________________________________________
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

________________________________________________________________________
Signature
John D.S. Allen
________________________________________________________________________
Print Name
President, Board of Directors
________________________________________________________________________
Signature
Willard H. Murray, Jr.
________________________________________________________________________
Print Name
Secretary, Board of Directors

Approved As To Form
LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
EXHIBIT “A”

CONTRACT NO. 959
This Professional Services Agreement (the "Agreement") is made and entered into this 31st day of January, 2018, by and between the Water Replenishment District of Southern California ("District") and Kidane and Associates and Lang, Hansen, O'Malley and Miller, (collectively "Consultant") (collectively the "Consultants" "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 February 1, 2018 and shall end on September 31, 2018 (the "Expiration Date"). At least sixty (60) days prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Consultant, the cost of such Services relative to the benefits, and the need for any continuation of the services. The results of such evaluation shall be provided to the appropriate District Committee, which committee shall provide a report to the District’s Board of Directors ("Board"). If the Board determines that there is a demonstrated need for the continuation of such Services, the Board may renew the Agreement on terms and conditions that do not provide for a significantly longer term, increased scope of services or increased fee schedule than is provided for in Paragraph 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.** Consultants shall be paid in accordance with the fees and Consultant Rate Schedule attached to this Agreement as Exhibit B which may not be changed except with District’s written approval.

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

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

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

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

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

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

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

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

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

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

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

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

9. **Instructions to Consultant.** In the performance of the services set forth in this Agreement, Consultant shall report to and receive instructions from the following person on behalf of the District: Peter Brown, Manager of External Affairs.

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

11. **Compliance With Laws and Regulations: Licensing.** Consultant shall perform its services under this Agreement in compliance with all applicable provisions of Federal, State and local laws, statutes, codes, rules, regulations, ordinances and professional standards.
("Applicable Laws"). By entering into this Agreement, Consultant represents and warrants that it possesses and will keep current all license and registrations required by Applicable Laws to enter into this Agreement and to perform the scope of services hereunder.

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

12.1 **Required Policies.**

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

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

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

12.1.4 **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 insureds the Water Replenishment District of Southern California, its directors, officers, employees, agents authorized volunteers and representatives. The coverage shall contain no special limitations on the scope of protection afforded the District, its directors, officers, employees, or authorized volunteers.

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

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

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

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

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

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

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

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

12.2.10 All 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 equivalent or as otherwise approved by District.

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

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

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

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

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

18. **Choice of Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The Parties agree that the exclusive venue for any action or proceeding arising from or relating to this Agreement shall be in the County of Los Angeles, State of California.
19. Notices. All notices provided by this agreement shall be in writing and shall be sent by first-class mail and facsimile transmission as follows:

If to the District:

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

If to Consultants:

Awet P. Kidane
Kidane and Associates
1215 K Street, Unit #1700
Sacramento, CA 95814
Phone: (916) 441-6222

Joseph L. Lang
Lang, Hansen, O’Malley and Miller
1121 L Street #100
Sacramento, CA 95814
Phone: (916) 798-1638

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

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

22. Effective Date. This Agreement is effective as of the date first set forth above.
23. Authority. Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.

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

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Signature
John D.S. Allen
Print Name
President, Board of Directors
Title

WILLARD H. MURRAY JR.

Signature
Print Name
Secretary, Board of Directors
Title

KIDANE AND ASSOCIATES, ("CONSULTANT")

Signature

Print Name
Title

LANG, HANSEN, O’MALLEY AND MILLER, ("CONSULTANT")

Signature

Print Name
Title

Approved As To Form
LEAL, TREJO LLP

Attorneys for the Water Replenishment District of Southern California

Kidane and Associates and Lang, Hansen, O’Malley and Miller
23. **Authority.** Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.

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

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

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<tr>
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<td>President, Board of Directors</td>
<td>Secretary, Board of Directors</td>
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KIDANE AND ASSOCIATES, ("CONSULTANT")

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<tr>
<td>Aziz P. Kidane</td>
<td>Joseph L. Lang</td>
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<td>Managing Partner</td>
<td>Managing Partner</td>
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LANG, HANSEN, O’MALLEY AND MILLER, ("CONSULTANT")

Approved As To Form
LEAL, TREJO LLP

Attorneys for the Water Replenishment District of Southern California

Kidane and Associates and Lang, Hansen, O’Malley and Miller
EXHIBIT A

SCOPE OF WORK
Exhibit A  
Scope of Services

The District seeks a state advocate/lobbying firm to assist the District’s primary state legislative advocate in executing an effective state advocacy strategy plan. The scope of work for such support services includes the following:

1. Firm shall assist in a state legislative strategy for WRD, with annual review as necessary to maximize state funding opportunities for WRD.

2. Firm shall work proactively with District and lead lobbying firm to implement District’s objectives through the state legislative and regulatory processes.

3. Firm shall monitor, review and analyze all legislation, introduced in the State Legislature and shall inform District of all legislation affecting District’s interests. Firm shall share information about all such bills during the District’s legislative meetings.

4. Firm shall monitor all regulations promulgated by all state agencies and shall inform District of all regulations affecting District’s interests. Firm shall share information about all such bills during the District’s legislative meetings.

5. As directed by the district, Firm shall pursue project and program authorizations on behalf of District through any relevant authorizing measures, and the annual State appropriations process.

6. Firm shall arrange and attend meetings with legislative representatives, executive branch officials as requested by District.

7. Firm shall develop advocacy papers and relevant materials used to inform state legislation and regulations.

8. Firm shall initiate legislative and regulatory proposals on behalf of and as directed by and upon approval by District.

9. Firm shall attend and provide testimony on behalf of District at legislative and administrative hearings when warranted and upon approval by District.

10. Firm shall work on issues of relevance to the District as directed by District.

11. Firm shall be available for meetings with the WRD staff and the Board of Directors on a quarterly basis and bi-monthly conference calls with appropriate committees of the Board.
12. Firm shall provide District with a monthly written summary of significant activity conducted on behalf of District during the legislative session.
EXHIBIT B
CONSULTANT RATE SCHEDULE

1.0 Consultants shall be compensated a total monthly fee of $12,000 for services under this Agreement. Each Consultant shall receive a check for $6,000 for each month of services rendered.

2.0 A budgetary amount not to exceed $96,000.00 (which amount applies to Consultant’s fee and reimbursable expenses) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.
EXHIBIT C
EVIDENCE AND REQUIRED FORMS OF INSURANCE

Checklist for Additional Insured Endorsement

Contractor Name

Project Name:

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

Endorsement(s)

☐ Additional Insured (AI) Status – GENERAL LIABILITY - Member Water District, its directors, officers, employees, or authorized volunteers are named as additional insureds - as broad as following forms:
  - Form CG 20 10 11 85 (E1) or
  - BOTH CG 20 10 (E2) and CG 20 37 (E8) if forms with later edition dates provided (usually 10 01 or 07 04 editions). Also acceptable CG 20 10 04 13 (or older editions E2) specifically naming the District parties or using language that states "as required by contract"
  - "Blanket" Endorsement - (no specific policy number) (E4) covering one or more of the above endorsements required with words "as required by written contract/agreement".
  - If large number of Subcontractors - Additional Insured endorsement CG 20 38 04 13 recommended (E5)
  - Policy numbers - matches policy number shown on Certificate of Insurance. (see Optional Decl. Page/Endorsement pages below)
  - Primary Coverage – The primary/non-contributory language is included. “The insurance provided by this policy shall be primary as respects any claims related to the __________ Project. Any insurance, self-insurance, or other coverage maintained by the district, its directors, officers, employees, or volunteers shall not contribute to it.” e.g. Form CG 20 01 (E6)

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

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

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