MEETING OF THE CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
4040 PARAMOUNT BLVD., LAKEWOOD, CA 90712
11:00 AM, THURSDAY, NOVEMBER 14, 2019

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" 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
   Pursuant to Government Code Section 54954.3

3. APPROVE THE MINUTES OF OCTOBER 10, 2019
   Staff Recommendation: The Capital Improvement Projects (CIP) Committee approve the minutes as submitted.

   Staff Recommendation: The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors adopt Resolution 19-1120, subject to approval as to form by District Counsel, to accept the easement from the Los Angeles County Flood Control District for the diversion structure at the Albert Robles Center and approve recordation of the easement.

5. AUTHORIZE RELEASE OF A REQUEST FOR PROPOSALS FOR JANITORIAL SERVICES
   Staff Recommendation: The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors authorize release of a request for proposals for janitorial services for the district facilities.

6. COMMERCIAL SALES AGREEMENT WITH JOHNSON CONTROLS FOR DISTRICT HEADQUARTERS FIRE ALARM SYSTEM MAINTENANCE AND UPGRADES
   Staff Recommendation: The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors approve the attached Commercial Sales Agreement with Johnson Controls, subject to approval of form by District Counsel, for an amount not to exceed $30,000.
7. NOVATION TO CONTRACT NO. 889 WITH AZTECA SYSTEMS, INC.
   **Staff Recommendation:** The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors approve the attached novation for Contract 889.

8. AWARD OF GENERAL SERVICE AGREEMENT WITH PALL WATER
   **Staff Recommendation:** The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors award a one-year contract, subject to approval of form by District Counsel, to Pall Water to provide technical support services for the Leo J. Vander Lans microfiltration system for a contract value of $19,880 plus excess service fee of $20,120, for a total amount not to exceed $40,000.

9. AWARD OF GENERAL SERVICE AGREEMENT WITH SUEZ
   **Staff Recommendation:** The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors award a one-year contract, subject to approval of form by District Counsel, to Suez to provide technical support services at the Leo J. Vander Lans facility for a contract value of $14,553 plus an excess service fee of $5,447, for a total amount not to exceed $20,000.

10. ALBERT ROBLES CENTER ADVANCED WATER TREATMENT FACILITY (ARC AWTF) DESIGN-BUILD PROJECTS PROGRESS REPORTS
    **Staff Recommendation:** For discussion and possible action.

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

12. DEPARTMENT REPORT
    **Staff Recommendation:** For discussion and possible action.

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

14. ADJOURNMENT
    *The Committee will adjourn to the next meeting currently scheduled for November 28, 2019, at 11:00 a.m.*
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 are available at the District’s website, 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: NOVEMBER 14, 2019
TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: APPROVE THE MINUTES OF OCTOBER 10, 2019

SUMMARY
A meeting of the Capital Improvement Projects Committee of the Board of Directors of the Water Replenishment District was held on October 10, 2019 at 11:21 a.m., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Robert Katherman called the meeting to order and presided thereafter.

FISCAL IMPACT
None

STAFF RECOMMENDATION
The Capital Improvement Projects (CIP) Committee approve the minutes as submitted.
MINUTES OF OCTOBER 10, 2019
MEETING OF THE CAPITAL IMPROVEMENT PROJECTS COMMITTEE OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT
A meeting of the Capital Improvement Projects Committee of the Board of Directors of the Water Replenishment District was held on October 10, 2019 at 11:21 a.m., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Robert Katherman called the meeting to order and presided thereafter.

1. DETERMINATION OF A QUORUM
Committee: Committee Chair Robert Katherman; Director Vera Robles-DeWitt; Director John D.S. Allen; Director Sergio Calderon arrived at 12:01 p.m.; Director Willard H. Murray Jr. was absent
Staff: Tom Knoell; Ted Johnson; Charlene King; Binhyen Bui; Phuong Watson; Eric Owens; Esther Rojas; H. Francisco Leal; David Alvarez; Rob Beste; Robb Whitaker; Angie Mancillas; Tenisha Simeon;
Public: Rick Taylor -- Dakota Communications

2. PUBLIC COMMENT
Pursuant to Government Code Section 54954.3
None.
First: Allen
Second: Katherman
Discussion: None
Vote: Calderon, 11:21 arrival; Katherman, Yes; DeWitt, Yes; Murray, Absent; Allen, Yes
Result: SUBSEQUENT NEED ITEMS 7A AND 7B ADDED TO AGENDA

3. APPROVE THE MINUTES OF JUNE 27, 2019 Staff Recommendation: The Capital Improvement Projects (CIP) Committee approve the minutes as submitted.
First: Allen
Second: Dewitt
Discussion: None
Vote: Calderon, 11:21 arrival; Katherman, Yes; DeWitt, Yes; Murray, Absent; Allen, Yes
Result: ITEM 3 PASSED

4. APPROVE THE MINUTES OF JULY 10, 2019 Staff Recommendation: The Capital Improvement Projects (CIP) Committee approve the minutes as submitted.
First: Allen
Second: Dewitt
Discussion: None
5. APPROVE THE MINUTES OF JULY 25, 2019  

*Staff Recommendation:* The Capital Improvement Projects (CIP) Committee approve the minutes as submitted.

| First: | Allen |
| Second: | DeWitt |
| Discussion: | None |
| Vote: Calderon, 11:21 arrival; Katherman, Yes; DeWitt, Yes; Murray, Absent; Allen, Yes |
| Result: ITEM 4 PASSED |

6. APPROVE THE MINUTES OF SEPTEMBER 12, 2019  

*Staff Recommendation:* The Capital Improvement Projects (CIP) Committee Approve the minutes as submitted.

| First: | Allen |
| Second: | DeWitt |
| Discussion: | None |
| Vote: Calderon, 11:21 arrival; Katherman, Yes; DeWitt, Yes; Murray, Absent; Allen, Yes |
| Result: ITEM 5 PASSED |

7A. SUBSEQUENT NEED ITEM: APPROVE REVISED CHANGE ORDER NO. 5 WITH J.F. SHEA CONSTRUCTION, INC. FOR THE ARC CONSTRUCTION PROJECT  
This item was taken out of order. General Manager Robb Whitaker and Senior Engineer Phuong Watson provided a brief overview.

| First: | Allen |
| Second: | DeWitt |
| Discussion: | None |
| Vote: Calderon, 11:21 arrival; Katherman, Yes; DeWitt, Yes; Murray, Absent; Allen, Yes |
| Result: ITEM 7A PASSED |

This will be a regular item for review and approval on the Board of Directors meeting agenda.

7B. SUBSEQUENT NEED ITEM: AUTHORIZATION TO PAY FOR NEWSLETTER PRINTING AND MAILING  
This item was taken out of order. Manager of External Affairs Angie Mancillas presented this item.

| First: | Allen |
| Second: | DeWitt |
| Discussion: | None |
Vote: Calderon, 11:21 arrival; Katherman, Yes; DeWitt, Yes; Murray, Absent; Allen, Yes
Result: ITEM 7B PASSED

This will be a consent item for review and approval on the Board of Directors meeting agenda.

7. AWARD OF CONTRACT TO DC FROST ASSOCIATES, INC. **Staff Recommendation:** The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors enter into a general services agreement, subject to approval as to form by District Counsel, with DC Frost Associates, Inc. for an amount not to exceed $93,200.

Water Operations Superintendent Tom Knoell briefly presented this item.

First: Allen
Second: Dewitt
Discussion: None
Vote: Calderon, 11:21 arrival; Katherman, Yes; DeWitt, Yes; Murray, Absent; Allen, Yes
Result: ITEM 7 PASSED

This will be a regular item for review and approval on the Board of Directors meeting agenda.

8. ADOPT RESOLUTION NO. 19-1121 - JOINT RESOLUTION OF THE GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWER AUTHORITY APPOINTING A MEMBER AND ALTERNATE(S) TO THE GOVERNING BOARD **Staff Recommendation:** The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors approve Resolution 19-1121, subject to approval as to form by District Counsel, with GWMA appointing Robb Whitaker as the primary board member and Esther Rojas, Diane Gatza, and Lyndsey Bloxom as alternate members to represent the District and approve the annual 2019-20 membership dues for an amount not to exceed $15,000.

Mr. Whitaker summed up the purpose of the Regional Water Management Joint Power Authority before Senior Water Resources Planner Esther Rojas elaborated.

First: Allen
Second: Dewitt
Discussion: None
Vote: Calderon, 11:21 arrival; Katherman, Yes; DeWitt, Yes; Murray, Absent; Allen, Yes
Result: ITEM 8 PASSED

This will be a regular item for review and approval on the Board of Directors meeting agenda.
9. AUTHORIZATION TO EXECUTE AMENDMENT NO. 1 OF PROFESSIONAL SERVICES AGREEMENT NO. 907 WITH CLIMATE PRO MECHANICAL FOR HVAC SERVICE  

Staff Recommendation: The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors approve Amendment No. 1 to Contract No. 907, subject to approval as to form by District Counsel, with Climate Pro Mechanical for additional HVAC mechanical services for an additional amount not to exceed $30,000, with a contract term ending October 31, 2022.

First: Dewitt  
Second: Allen  
Discussion: None  
Vote: Calderon, 11:21 arrival; Katherman, Yes; DeWitt, Yes; Murray, Absent; Allen, Yes  
Result: ITEM 9 PASSED

This will be a consent item for review and approval on the Board of Directors meeting agenda.

10. AUTHORIZATION TO EXECUTE AMENDMENT NO. 1 OF PROFESSIONAL SERVICES AGREEMENT NO. 900 WITH LIFTECH ELEVATOR SERVICES FOR ELEVATOR MAINTENANCE AND REPAIR SERVICES  

Staff Recommendation: The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors approve Amendment No. 1 to Contract No. 900, subject to approval as to form by District Counsel, with Liftech Elevator Services for the continuation of elevator maintenance services for an amount not to exceed $14,680, with a contract term ending November 30, 2021.

First: Allen  
Second: Dewitt  
Discussion: None  
Vote: Calderon, 11:21 arrival; Katherman, Yes; DeWitt, Yes; Murray, Absent; Allen, Yes  
Result: ITEM 10 PASSED

This will be a consent item for review and approval on the Board of Directors meeting agenda.

11. ALBERT ROBLES CENTER ADVANCED WATER TREATMENT FACILITY (ARC AWTF) DESIGN-BUILD PROJECTS PROGRESS REPORTS  

Mr. Whitaker stated that there were not many construction activities left before Ms. Watson gave a PowerPoint presentation on various design-build projects at the Albert Robles Center Advanced Water Treatment Facility. Discussion followed.

No action was taken.

The Committee went into a recess at 12:12 p.m.
12. ALBERT ROBLES CENTER (ARC) OUTREACH PROGRAMS UPDATE
The Committee reconvened at 12:22 p.m.

Ms. Mancillas stated that the grand opening of the Albert Robles Center would be highlighted in the District’s newsletter. Additionally, there would be a business exposition hosted by the Pico Rivera Chamber.

Rick Taylor of Dakota Communications then stated that a meeting would be held regarding the history booklet in the following week. Discussion followed.

Ms. Mancillas mentioned that the newsletter would be personalized for elected officials within the directors’ divisions. Director Katherman requested that the library district board in Palos Verdes as well as various community colleges be recipients.

Director Katherman proposed an in-house District celebration for its sixtieth anniversary. Discussion followed. This will be discussed at the External Affairs meeting scheduled for October 21.

No action was taken.

13. DEPARTMENT REPORT
None.

14. DIRECTORS’ REPORTS, INQUIRIES AND FOLLOW-UP OF DIRECTIONS TO STAFF
Director Allen inquired about what the District should report on letters of intent. Mr. Whitaker stated that working on a memorandum of understanding with partners would be made parallel with letters of intent. He stated that this will come to the Board around December 2019. Discussion followed.

Director Calderon inquired about how the District is allowed to borrow money before Mr. Whitaker stated that it was part of the water code.

15. ADJOURNMENT
There being no further business to come before the Committee, the meeting was adjourned at 12:38 P.M.

___________________________
Chair

ATTEST:

___________________________
MEMBER

Approved in minutes of:

___________________________
DATE: NOVEMBER 14, 2019
TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER

SUMMARY
WRD has constructed an advanced water treatment facility (AWTF), referred to as the Albert Robles Center (ARC), on a 5.2-acre property located at 4320 and 4330 San Gabriel River Parkway (site or facility) in the City of Pico Rivera, California. As part of this project, a diversion structure was constructed just east of the site that diverts tertiary recycled water from the existing 66-inch San Jose Creek Outfall pipeline into ARC for treatment, and is also used to convey ARC product water back into the same pipeline for delivery to the Montebello Forebay Spreading Grounds for groundwater replenishment.

As stated above, the ARC diversion structure is located on the property immediately east of the site, which is currently owned by the Los Angeles County Flood Control District (LACFCD). As a result, the LACFCD established a permanent easement for WRD for future access and maintenance of the diversion structure. Staff recommends that the Board of Directors adopt Resolution No. 19-1120 in order to accept the easement from LACFCD and approve the recordation of the easement.

FISCAL IMPACT
None

STAFF RECOMMENDATION
The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors adopt Resolution 19-1120, subject to approval as to form by District Counsel, to accept the easement from the Los Angeles County Flood Control District for the
diversion structure at the Albert Robles Center, and approve recordation of the easement.
RESOLUTION NO. 19-1120

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA ACCEPTING AN EASEMENT FROM THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND APPROVING THE RECORDATION OF THE SAME

WHEREAS, the Water Replenishment District of Southern California ("WRD") constructed the new Albert Robles Center for Water Recycling & Environmental Learning, involving the construction of a new diversion structure;

WHEREAS, the construction of the diversion structure enhances the use of recycled water for replenishment of local groundwater basins;

WHEREAS, the construction, installation, maintenance, repair, and removal of the diversion structure and any related piping and conduit requires an easement from the Los Angeles County Flood Control District ("Easement"); and

WHEREAS, the purpose of this Resolution is to approve and accept said Easement and comply with the requirements of Government Code Section 27281.

NOW, THEREFORE, the Board of Directors of the Water Replenishment District of Southern California hereby resolves as follows:

1. The Easement attached hereto as Exhibit “A” is hereby accepted and the recording of the same is hereby approved.

2. The General Manager is hereby authorized to execute any and all subsequent documentation and authorizations to effect the recordation of the Easement.

Approved at a Meeting of the Water Replenishment District of Southern California on November 7, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
APPROVED:

John D. S. Allen
President, Board of Directors

ATTEST:

Secretary, Board of Directors

APPROVED AS TO FORM:

Leal, Trejo APC
Attorneys for the Water Replenishment District of Southern California
EXHIBIT “A”
Phuong L. Watson, P.E.
Senior Engineer
Water Replenishment District
of Southern California
4040 Paramount Boulevard
Lakewood, CA 90712

Dear Mr. Watson:

SAN GABRIEL RIVER PARCEL 42GE
PROJECT ID NO. MPR0000876
ASSESSOR'S IDENTIFICATION NO. 8122-005-901 (PORTION)
REQUEST FOR ACCEPTANCE OF EASEMENT DOCUMENT

Enclosed is the executed original of the Easement document (Easement) for acceptance by the Water Replenishment District of Southern California. Please have the Certificate of Acceptance box of the Easement completed, signed, and dated by the Water Replenishment District of Southern California's duly authorized representative and return the Easement to me for recording. The original recorded Easement will be sent to you by our office within 30 days of recordation for your records.

If you have any questions or require additional information, please contact me at (626) 458-7061 or olivomoreno@pw.lacounty.gov. Our office hours are Monday through Thursday from 7 a.m. to 5:45 p.m.

Very truly yours,

MARK PESTRELLA
Director of Public Works

OLIVIA MORENO, Principal Real Property Agent
Acquisition & Revenue Properties Section
Survey/Mapping & Property Management Division

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Enc.
EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (together with its successors and assigns, “DISTRICT”), does hereby grant to the WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA, a public body (together with its successors and assigns, “GRANTEE”), for the benefit of that certain real property owned as of the date hereof by GRANTEE and legally described on Exhibit C, attached hereto and made a part hereof, and known as of the date hereof as GRANTEE’S Groundwater Reliability Improvement Project facility (now referred to as the Albert Robles Center for Water Recycling & Environmental Learning) (the “GRANTEE PROPERTY”), an easement in, on, over, under and across the real property in the City of Pico Rivera, County of Los Angeles, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof (hereinafter referred to as “DISTRICT PROPERTY”) for (i) purposes of constructing, installing, operating, maintaining, repairing, and removing diversion structures, together with associated pipelines, control devices, electric power lines, communication lines, and appurtenant equipment, structures, and facilities necessary for such diversion structures, on the DISTRICT PROPERTY, (ii) drainage purposes including, but not limited to, the right to construct, maintain, operate, and use a drain and appurtenant structures necessary for drainage; (iii) maintaining and keeping clear the DISTRICT PROPERTY of unwanted weeds, including, hydroteamming; and (iv) accessing the DISTRICT PROPERTY for the foregoing purposes.

Subject to all matters of record and to the following reservation and conditions, which GRANTEE by the acceptance of this Easement and/or the exercise of any of the rights granted herein agrees to keep and perform, viz:

1. DISTRICT reserves the paramount right to use said land for flood control purposes.

San Gabriel River Outgrant-WRD
(File: SAN GABRIEL RIVER 42)
Parcel 42GE
S.D. 1            M1823004
Project ID No. MPR0000876

SM: P:CONF:SMWVLD TO WRD SAN GABRIEL RIVER OUTGRANT-WRD PCL42GE FNL 51319
2. GRANTEE agrees that it will not perform or arrange for the performance of any construction or reconstruction work in, on, over, and across the land herein described until the plans and specifications for such construction or reconstruction work shall have first been submitted to and been approved (such approval not to be unreasonably withheld, conditioned, or delayed) in writing by the Chief Engineer of the Los Angeles County Flood Control District. Such approval by DISTRICT shall not be interpreted or inferred as an endorsement or approval as to the design, accuracy, correctness, or authenticity of the information shown on the submitted plans and specifications. Furthermore, such approval cannot be relied upon for any other purpose or by any third party for any reason whatsoever.

3. GRANTEE shall defend, indemnify and save harmless DISTRICT, its officers, agents, and/or employees from any and all claims, demands, liability, loss, damage, or expense brought by a person or entity other than DISTRICT or its affiliates and to which DISTRICT, its officers, agents and employees may be subjected as the result of any act or omission by GRANTEE in exercising the rights granted to it by this Easement document, except to the extent that such claims, demands, liability, loss, damage, or expense results from, in whole or in part, the fraud, bad faith, gross negligence or willful misconduct of DISTRICT, or any other person acting in concert with it.

4. It is expressly understood that DISTRICT will not be called upon to construct, repair, maintain, or reconstruct any equipment, structures, facilities or improvements to be erected or constructed pursuant to this Easement (collectively “IMPROVEMENTS”). GRANTEE shall remain the sole owner of the IMPROVEMENTS constructed or installed on the DISTRICT PROPERTY by GRANTEE and is solely responsible to repair and maintain such IMPROVEMENTS. DISTRICT does not accept ownership or responsibility for the IMPROVEMENTS and DISTRICT shall have no right, title, or interest in the IMPROVEMENTS. If DISTRICT, or its employees, agents, or contractors, damage the IMPROVEMENTS on the DISTRICT PROPERTY, DISTRICT shall, at its sole cost and expense, cause such IMPROVEMENTS to be restored, refurbished, replaced, or repaired as necessary to return the IMPROVEMENTS substantially to their original condition. If GRANTEE, or its employees, agents, or contractors, damage DISTRICT PROPERTY, GRANTEE shall, at its sole cost and expense, cause such damage to be restored, refurbished, replaced, or repaired as necessary to return such property substantially to its original condition.

5. The provisions and agreements contained in this Easement shall be binding upon DISTRICT, GRANTEE, and their successors and assigns. The easements, rights, and benefits set forth herein shall run with and benefit the GRANTEE PROPERTY, and each and every portion and division thereof, and shall run with and burden the DISTRICT PROPERTY, and each and every portion and division thereof. No use of, or failure to use the easements or rights granted herein or any other rights or benefits set forth herein shall not be deemed an abandonment of the easement or other rights or benefits set forth herein. This Easement may be terminated only by the execution by GRANTEE of a quitclaim deed or other instrument that is recorded against the DISTRICT PROPERTY affirmatively terminating all of GRANTEE’S rights herein.

6. To the extent any lawful assessment be levied pertaining to the area to which this Easement applies and to the extent that the assessment is based on the structures and improvements being constructed under the authority of this Easement and provided further that the assessment be levied following GRANTEE’s exercise of such easement rights to construct such structures and improvements GRANTEE
agrees to pay on behalf of DISTRICT that part of any such assessment levied against DISTRICT, which is based on the value contributed to that area by GRANTEE’s said improvements.

Pursuant to the authority delegated by the Board of Supervisors of the Los Angeles County Flood Control District, this Easement document has been executed on behalf of said DISTRICT by the Director of the County of Los Angeles Department of Public Works on the 29 day of August, 2019.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic

MARK PESTRELLA
Director of Public Works

By ______________________

JAMES T. SPARKS
Assistant Deputy Director
Survey/Mapping & Property Management Division
ACKNOWLEDGMENT FORM
(FOR COUNTY USE ONLY)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
                     ) ss.
County of Los Angeles )

On ____________, before me, ____________________, Deputy County Clerk of the County of Los Angeles, personally appeared ____________________, Assistant Deputy Director of Los Angeles County Flood Control District, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

______________________________
Deputy County Clerk of the County of Los Angeles (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that, pursuant to Section 27281 of the California Government Code, the interest in real property conveyed by the Easement document dated ________________, from the Los Angeles County Flood Control District, a body corporate and politic, to the Water Replenishment District of Southern California, a public body, is hereby accepted by the undersigned officer of the Water Replenishment District of Southern California, a public body, pursuant to the authority conferred by Resolution No. ________________ of the Board of Directors of the Water Replenishment District of Southern California, a public body, duly adopted on ________________, and the Water Replenishment District of Southern California, a public body, consents to the recordation thereof by its duly authorized officer.

Accepted
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

By: ________________________________

Name: ________________________________

Title: ________________________________

Dated: ________________________________

APPROVED as to title and execution

______________________________
LOS ANGELES COUNTY PUBLIC WORKS
Survey/Mapping & Property Management Division

Supervising Title Examiner

By: ________________________________
EXHIBIT "A"
LEGAL DESCRIPTION

EASEMENT

THAT PORTION OF LAND GRANTED TO LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, IN THE CITY OF PICO RIVERA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER DOCUMENT RECORDED AUGUST 20, 1981 AS INSTRUMENT NO. 81-837727 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 2 OF PARCEL MAP NO. 2876 AS PER MAP RECORDED IN BOOK 52, PAGE 4 OF PARCEL MAPS, RECORDS OF SAID COUNTY, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5161.15 FEET, SAID CURVE BEING THE NORTHWESTERLY BOUNDARY OF THE LAND DESCRIBED IN THE ABOVE MENTIONED DEED; THENCE SOUTH 49°39'20" EAST, 37.60 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5124.15 FEET, SAID CURVE BEING CONCENTRIC WITH AND 37 FEET SOUTHEASTERLY, MEASURED RADIALLY FROM LAST MENTIONED CURVE WITH A RADIUS OF 5161.15 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 59°50'45" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°03'05", AN ARC DISTANCE OF 451.77 FEET; THENCE SOUTH 85°25'08" WEST, 27.48 FEET; THENCE SOUTH 23°17'16" WEST, 155.12 FEET; THENCE NORTH 66°46'31" WEST, 15.32 FEET TO A POINT ON THE ABOVE MENTIONED CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5161.15 FEET; A RADIAL LINE THROUGH SAID POINT BEARS NORTH 66°46'31" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°00'12", AN ARC DISTANCE OF 630.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 19,505 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Prepared under my supervision:

[Signature]

Armando D. DuPont, L.S. 7780
My Registration Expires 12/31/19
EXHIBIT "B"
PLAT TO ACCOMPANY DESCRIPTION

PM No. 2876
PMB 52/4

PARCEL A
CERTIFICATE OF COMPLIANCE NO. 553
INST. NO. 20160809355, O.R.

N.W.L. LINE OF LAND GRANTED TO LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
PER DOCUMENT RECORDED AUGUST 20, 1991
AS INST. NO. 81-83727, O.R.

SCALE: 1"=80'

Basis of Bearings
THE STATE PLANE COORDINATE SYSTEM OF 1983 (NAD 83),
CALIFORNIA ZONE 8

CAL VADA
SURVEYING, INC.
Los Angeles • Denver

Packet Page 21 of 90
EXHIBIT "C"
GRANTEE PROPERTY

Parcels 1, 2 and 3 of Parcel Map No. 2876, together as one, undivided parcel, in the City of Pico Rivera, County of Los Angeles, State of California, as shown on map filed in Book 52, Page 4 of Parcel Maps, in the office of the County Recorder of said County:

Said land is described as follows:

Beginning at the southwest corner of said Parcel 3; thence,

1st along the southerly boundary of said Parcel 3, S 67° 00’ 16” E, 470.03 feet to the southeast corner of said Parcel 3 and the beginning of a non-tangent curve, concave southeasterly with a radius of 5,161.15 feet, a central angle of 5° 07’ 31”, and a radial bearing of N 64° 44’ 38” W;

2nd thence, along the arc of said curve in a northeasterly direction, along the easterly boundaries of said Parcel 3 and said Parcel 2, 461.68 feet to the northeast corner of said Parcel 2;

3rd thence, along the northerly boundaries of said Parcel 2 and said Parcel 1, N 59° 37’ 07” W, 447.53 feet to the northwest corner of said Parcel 1;

4th thence, along the westerly boundaries of said Parcels 1, 2 and 3, S 30° 09’ 30” W, 521.49 feet to the point of beginning.

Assessor Parcel Nos: 8122-005-911, 8122-005-912, 8122-005-913
MEMORANDUM
ITEM NO. 5

DATE: NOVEMBER 14, 2019
TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AUTHORIZE RELEASE OF A REQUEST FOR PROPOSALS FOR JANITORIAL SERVICES

SUMMARY
In February 2017, the District entered into a three-year Professional Services Contract with Environmental Controls Building Services to provide janitorial services for three District owned facilities: WRD Headquarters, WRD Field Operations and Storage Annex Facility, and WRD Storage Facility. An amendment was executed May 16, 2018 to include janitorial services for the Goldsworthy Desalter Facility and Leo J. Vander Lans Advanced Water Treatment Facility. The existing janitorial services contract with Environment Control Building Services expires January 31, 2020.

Staff would like to issue a Request for Proposals (RFP) for janitorial services for the existing facilities as well as the Albert Robles Center (ARC) in Pico Rivera.

FISCAL IMPACT
None

STAFF RECOMMENDATION
The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors authorize release of a request for proposals for professional janitorial services for the district facilities.
DATE: NOVEMBER 14, 2019
TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: COMMERCIAL SALES AGREEMENT WITH JOHNSON CONTROLS FOR DISTRICT HEADQUARTERS FIRE ALARM SYSTEM MAINTENANCE AND UPGRADES

SUMMARY
The District has become aware that the fire alarm system in its headquarters building is in need of upgrades and improvements to bring the full system up to code. It is also in need of updating its annual service fees. Both services have been provided by Johnson Controls as the District’s sole source vendor for these specialized safety services. The Board of Directors has previously adopted Resolution 18-1077 authorizing Johnson Controls materials at all District owned facilities, including its headquarters, in order to integrate and match existing systems.

Staff solicited for a quote from Johnson Controls for the necessary services to bring the District headquarters fire alarm and safety systems up to current code. The quote also includes a cost for the annual service charge.

FISCAL IMPACT
The estimated cost for the various hardware and software items, including installation, is $19,160.59. The cost for the annual service charge is $4,091.46. Contingency funds may be needed for additional items pending review of the plans and code requirements by the Los Angeles County Fire Authority. Therefore, the total requested Board authorized funds is for an amount not to exceed $30,000, which includes contingency. There are sufficient funds for this item in the current FY budget for Administration.

STAFF RECOMMENDATION
The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors approve the attached Commercial Sales Agreement with Johnson Controls, subject to approval of form by District Counsel, for an amount not to exceed $30,000.
This General Services Agreement (the “Agreement”) is made and entered into this ___ day of November 2019, by and between the Water Replenishment District of Southern California (“District”) and Johnson Controls Security Solutions, LLC (“Contractor”) (collectively the “Parties” or individually as “Party”) for the furnishing of certain professional services upon the following terms and conditions.

1. **Scope of Services.** Contractor shall perform the scope of services described in Exhibit A (hereinafter referred to as “Services”), attached hereto and incorporated herein by this reference. Tasks other than those specifically described in Exhibit A shall not be performed without a prior written amendment to this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

   1.1 **Standard of Performance.** In performing the scope of services under this Agreement, Contractor shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession.

   1.2 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services in connection with this Agreement.

2. **Term.** The term of this Agreement shall commence on November, 2019 and shall end on November, 2020 (the “Expiration Date”). At least thirty (30) calendar days prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Contractor, the cost of such Services relative to the benefits, and the need for any continuation of the services.

   2.1 **Termination by District**

      2.1.1 **Termination for Convenience.** The District may terminate this Agreement for its convenience at any time twenty-four hour written notice to Contractor. Contractor'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. Contractor understands and agrees that it shall not be entitled to any additional compensation or reimbursement whatsoever in the event of such termination.
3. **Contractor’s Compensation.** District will compensate Contractor for services performed and for expenses incurred pursuant to this Agreement as follows:

3.1 **Fee.** District hereby agrees to pay Contractor for the Scope of Services, whether by fixed price, hourly rates subject to fixed rate schedule, pursuant to the fee schedule attached as Exhibit B and incorporated herein by this reference, which may not be changed except with District’s written approval. Total compensation for work performed under this Agreement shall not exceed (Twenty Three Thousand Two Hundred Fifty Two Dollars and Five Cents) $23,252.05.

3.2 **Reimbursable Expenses.** No expenses, costs, or liabilities of Contractor shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the scope of services (Exhibit A) and in the fee schedule (Exhibit B).

4. **Project Site.** Contractor shall perform the Services in such a manner as to cause a minimum of interference with District’s operations and the operations of other contractors at each Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Services at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish. Each Project site may include all buildings, offices, and other locations where Services are to be performed, including any access roads. Contractor shall be solely responsible for the safe transportation and packing in proper containers and storage of any equipment required for performing the Services, whether owned, leased or rented. District will not be responsible for any such equipment which is lost, stolen or damaged or for any additional rental charges for such equipment. Equipment left or stored at a Project site, with or without permission, is at Contractor’s sole risk. District may assume that anything left on the work site an unreasonable length of time after said work is completed has been abandoned. Any transportation furnished by District shall be solely as an accommodation and District shall have no liability therefore. Contractor acknowledges and agrees that it shall assume the risk and is solely responsible for the performance of Services. District shall have no liability to Contractor therefore. In addition, Contractor further acknowledges and agrees that it shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tolls, or other property which is utilized by Contractor on each Project site.

5. **Contractor Status.** Contractor is an independent contractor and neither Contractor nor any employee of Contractor 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 Contractor achieves such results.

5.1 Payments made to Contractor pursuant to this Agreement shall be the sole and complete compensation to which Contractor is entitled. Contractor is solely responsible for any taxes levied by local, state or federal authorities on such sums. Contractor 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 Contractor, or any of Contractor’s employees, is an employee rather than an independent contractor of District.

5.2 District will not make any contribution to any retirement plan or Social Security on behalf of Contractor or any of Contractor’s employees. Contractor 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 Contractor, or any of Contractor’s employees, is an employee rather than an independent contractor of District.

5.3 District will not make any payments to Contractor, or Contractor’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. Contractor 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 Contractor, or any of Contractor’s employees, is an employee rather than an independent contractor of District.

5.4 Contractor 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.

6. Instructions to Contractor. In the performance of the services set forth in this Agreement, Contractor shall report to and receive instructions from the following person on behalf of the District: Ted Johnson and Todd Anderson.

7. Subcontractor Services. Any subcontractors to be used by Contractor in the performance of the scope of services shall be identified in Exhibit A hereto. Contractor shall obtain the District’s prior written approval before retaining a subcontractor to perform any portion of the scope of services of this Agreement. Notwithstanding Contractor’s use of any subcontractors, Contractor shall be responsible to the District for the performance of its subcontractors as it would be if Contractor had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subcontractor employed by Contractor. Contractor shall be solely responsible for payments to any subcontractors. Contractor 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 subcontractor of Contractor for any matter arising from, or related to, the services performed by subcontractor under this Agreement.
8. **Compliance With Laws and Regulations; Licensing.** Contractor 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, including prevailing wage compliance (“Applicable Laws”). By entering into this Agreement, Contractor 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.

9. **Insurance.** Contractor, 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.

9.1 **Required Policies.**

9.1.1 **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.

9.1.2 **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.

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

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

9.2 **Required Terms.**

9.2.1 All policies except workers’ compensation shall name as additional insureds the Water Replenishment District of Southern California, its directors, officers, employees, agents and representatives.

9.2.2 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.

9.2.3 All policies shall provide that coverage cannot be cancelled without twenty (20) days prior written notice to the District.

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

9.2.6 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 better.

10. **Indemnification.** Contractor 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 Contractor’s breach of any provision of this Agreement, Contractor’s failure to comply with applicable laws, Contractor’s negligent acts or omissions, or Contractor’s willful misconduct. However, Contractor’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.

11. **Warranty.**

11.1 In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Services (including but not limited to all equipment and materials supplied in connection therewith) shall be free from defects in design and workmanship, and that Contractor shall perform all Services in accordance with all applicable engineering, construction and other codes and standards, and with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying services of a nature similar to the Services in question. Contractor further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work, Contractor shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Agreement. In addition to all other rights and remedies which District may have, District shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further services which may be required to correct any deficiencies which result from Contractor’s failure to perform any Services in accordance with the standards required by this Agreement. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof), any equipment, goods or other materials or Services used or provided by Contractor under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable notice from District, replace or repair the same to District's satisfaction. Unless otherwise expressly permitted, all materials and supplies to be used by Contractor in the performance of the Services shall be new and of best kind.
11.2 Contractor hereby assigns to District all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Services.

12. **Health and Safety Programs.** The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all District site programs.

12.1 Contractor will be responsible for acquiring job hazard assessments as necessary to safely perform all duties of each Project and provide a copy to District upon request.

12.2 Contractor will be responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of Project and provide copies of the certified training records upon request by District. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

12.4 Contractor shall immediately report any injuries to the District site safety representative. Additionally, the Contractor shall investigate and submit to the District site safety representative copies of all written accident reports, and coordinate with District if further investigation is requested.

12.5 Contractor shall develop a plan to properly handle and dispose of all hazardous wastes they generate within the Scope of Services.

12.6 Contractor shall advise its employees and subcontractors that any employee, who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Project.

13. **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.

14. **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. Contractor 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.

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

16. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the District, Contractor, 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 Contractor and the District.

17. **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.

18. **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:

<table>
<thead>
<tr>
<th>Water Replenishment District of Southern California</th>
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<tr>
<td>4040 Paramount Blvd.</td>
</tr>
<tr>
<td>Lakewood, CA 90712</td>
</tr>
<tr>
<td>Phone: (562) 921-5521</td>
</tr>
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<td>Fax: (562) 921-6101</td>
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</table>
Remit all invoices to:

Accounts Payable  
Water Replenishment District of Southern California  
4040 Paramount Blvd.  
Lakewood, CA 90712  
(562) 921-5521

If to Contractor:

Michael Ragans, Commercial Account Executive  
Building Technologies & Solutions  
Johnson Controls  
7565 Irvine Center Drive, Suite 100  
Irvine, CA 92618  
Phone: 714-326-6990  
Email: Michael.ragans@jci.com

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

20. **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.

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

22. **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.

[SIGNATURES ON THE NEXT PAGE]
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

<table>
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<tr>
<td>John D. S. Allen</td>
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<tr>
<td>President, Board of Directors</td>
<td>Secretary, Board of Directors</td>
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JOHNSON CONTROLS SECURITY SOLUTIONS, LLC, ("CONTRACTOR")

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Approved As To Form
LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
EXHIBIT A
SCOPE OF WORK

Contractor shall perform the scope of work described in the Contractor’s proposal attached hereto as Exhibit A-1.
EXHIBIT A-1

CONTRACTOR’S PROPOSAL
This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:
(a) Hazardous Substance Checklist and Customer Letter
(b) Scope of Work / Schedule(s) of Protection
(c) Terms and Conditions
(d) Additional Terms and Conditions

II. CHARGES AND FEES; TAXES: Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work/Schedule of Protection plus applicable “Fees” and “Taxes” as defined below ("Installation Charges"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the installation charge deposit ("Installation Charge Deposit"). If, any, set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and the Customer in writing and may be subject to additional charges, fees and/or taxes. Any service ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges per annum set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION (the "Annual Service Charges"), payable in advance Quarterly plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on an annual basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Customer shall have the right to increase Annual Service Charge(s) after one (1) year and may increase prices upon notice to customer to reflect increases in material and labor costs. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full. Invoices are payable on or before the payment due date specified in the invoice. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. All other amounts remain due as specified in the invoice. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. By signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions of this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and Services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRE FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]
IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE ________

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: ____________
(Signature of Johnson Controls Sales Representative)

Sales Agent: Michael Ragans
Sales Representative Registration Number (if applicable): 99415

CUSTOMER: ________________________________

Accepted By: ________________________________
(Signature of Customer’s Authorized Representative)

________________________
(Name Printed)

Title: ________________________________

Date Signed: ________________________________

[Remainder of Page Left Intentionally Blank]
IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Johnson Controls Owned - Johnson Controls may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Johnson Controls to collect any charges which have been accrued or may be accrued hereunder.

B. Services to be Provided ("Services")

- Alarm monitoring and Notification Services: Fire Alarm and Supervised Waterflow Monitoring PROVIDED
- Video Surveillance Services:
  - Managed Access Control Services: No Service Selected
  - Video Equipment: No Service Selected
- Maintenance Service Plan; Preventive Maintenance/Inspection:
  - Advanced Maintenance PROVIDED / Inspections NOT PROVIDED
- Additional Services:
  - Sole Path Cellular 60 Minute Supervision Services PROVIDED

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

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<tr>
<td>1</td>
<td>AT&amp;T (LTE/3G/4G) CELL ALARM COMMUNICATOR UL COMMERCIAL FIRE</td>
<td>Included</td>
</tr>
<tr>
<td>1</td>
<td>Wall Transformer Enclosure</td>
<td>At panel</td>
</tr>
<tr>
<td>1</td>
<td>C2G 01938 MODULAR T-ADAPTER PHONE SPLITTER IVORY</td>
<td>At panel</td>
</tr>
<tr>
<td>1</td>
<td>Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah</td>
<td>In panel</td>
</tr>
<tr>
<td>1</td>
<td>24 Volt, 8 Amp Remote Power Supply 4 Class B or A (with ZNAC-4 module)</td>
<td>Included</td>
</tr>
<tr>
<td>1</td>
<td>ASSY,FNL,ANN-80,FL,WHITE</td>
<td>Included</td>
</tr>
<tr>
<td>1</td>
<td>ADDRESSABLE PULL STATION</td>
<td>Included</td>
</tr>
<tr>
<td>1</td>
<td>PHOTO FL WHITE</td>
<td>Included</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>HEAT FIXED PROGRAM FL WHITE</td>
<td>Included</td>
</tr>
<tr>
<td>5</td>
<td>Addressable Monitor Module for 1 point of normally-open contact class A or B</td>
<td>Included</td>
</tr>
<tr>
<td>4</td>
<td>Addressable Relay Module DPDT</td>
<td>Included</td>
</tr>
<tr>
<td>1</td>
<td>Red, outdoor horn strobe with selectable settings, back box included</td>
<td>Included</td>
</tr>
<tr>
<td>26</td>
<td>Ceiling Strobe, White</td>
<td>Included</td>
</tr>
<tr>
<td>24</td>
<td>2-Wire Ceiling Horn Strobe, White</td>
<td>Included</td>
</tr>
<tr>
<td>2,000</td>
<td>14/2c, SOL, Unshielded, CL3P/FPLP, Plenum, Red, 1000' Reel</td>
<td>Wire</td>
</tr>
<tr>
<td>2,000</td>
<td>16/2c STR OAS CMP/CL2P WHT 500' REEL</td>
<td>Wire</td>
</tr>
<tr>
<td>1,000</td>
<td>18/4c, SOL, Unshielded, CMP/FPLP, Plenum, Red, 500' Reel</td>
<td>Wire</td>
</tr>
<tr>
<td>3</td>
<td>Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah</td>
<td>In panel</td>
</tr>
<tr>
<td>1</td>
<td>CAD Submittals &amp; Drawings</td>
<td>Included</td>
</tr>
<tr>
<td>12</td>
<td>Inspections - Fire or Card Access or Low Voltage</td>
<td>Permit</td>
</tr>
</tbody>
</table>

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

   - Installation Charge Amount: $19,160.59
   - * Estimated Tax(es): $0.00
2. **Annual Service Charge:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Service Charge Amount</td>
<td>$4,091.46</td>
</tr>
<tr>
<td>* Estimated Tax(es):</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL SERVICE CHARGE:</strong></td>
<td>$4,091.46</td>
</tr>
</tbody>
</table>

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

**Contract Notes -**
V.Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification ("Alarm Monitoring") Services. 1. If an alarm signal registers at Johnson Controls' central alarm receiving center ("CMC"), Johnson Controls will endeavor to notify the appropriate Police or Fire Department and if required by local law, the Customer's designated representative. If a burglary or fire signal registers at Johnson Controls' CMC, Johnson Controls at its sole discretion by telephone at the number(s) on Customer's Emergency Contact List ("ECL") or on other Two Way Voice monitoring services and such an alarm is received at Johnson Controls' CMC, then Johnson Controls may, in its sole discretion, endeavor either (a) to contact Customer and/or anyone Customer has identified as having authority to act on Customer's behalf on Customer's Emergency Contact List ("ECL") by telephone or audio feed from Customer's premises to confirm that the alarm is not false. If Johnson Controls confirms to Customer or anyone on Customer's ECL or, if Johnson Controls questions the response received upon such contact, Johnson Controls will endeavor to notify the appropriate Police/Fire Department or other emergency response provider. If Guard Response Service is being provided, Johnson Controls will, for an alarm that requires Police response, endeavor to dispatch a Johnson Controls Representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of an attack, Johnson Controls will endeavor to notify the appropriate Police Department. JOHNSON CONTROLS WILL NOT ARREST OR DETAIN ANY PERSON. Customer agrees that Johnson Controls will have no liability pertaining to the recording (or failure to record) or publication of any Two Way Voice communications, Internet, or other Video recordings or the quality of such recordings, if any. 3. If Supervisory Alarm or Trouble Alarm monitoring services are purchased (or if such services are actively programmed into the System) and such an alarm is received by Johnson Controls, Johnson Controls will endeavor to notify Customer's designated representative. 4. If Customer has identified persons on Customer's ECL authorized to act on Customer's behalf, Johnson Controls will endeavor to contact such persons before Johnson Controls endeavors to notify the Police/Fire Department. 5. The System may not operate with other companies' alarm monitoring equipment. If Customer cancels any Services, this incompatibility may prevent Customer from continuing to use the System. Customer understands that local laws, ordinances or governmental authority has limited or prohibited alarm monitoring and notification services and Customer agrees that Johnson Controls may employ any number of current or future industry-recognized measures to help reduce occurrences of false alarm signals. These measures may include, but are not limited to, implementation of industry-recognized default settings on alarm panels including those authorized under ANSI-SIA CP-01-2000; default settings for "sweeper shutdown" of specific alarm zones; implementation of "partial clear time bypass" procedures at Johnson Controls' CMC and/or other similar measures employed by Johnson Controls periodically in Johnson Controls' sole discretion. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES PRIOR TO THE INITIAL ACTIVATION UNTIL CUSTOMER MANUALLY RESETS THE ALARM SYSTEM. 6. Johnson Controls understands that, upon receiving notification that a fire or carbon monoxide signal has been received by Johnson Controls, the Police, Fire Department or other responding authority may forcibly enter Customer's premises. 7. Alarm Verification Services. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of an alarm central service from a single sensor to meet the requirements of local laws, ordinances or other requirements of the Police Department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 8. 5-Day Familiarization Period. If a burglar alarm system is installed and if such system registers an alarm signal at Johnson Controls' CMC within the first 5 days following completion of installation, then such an alarm signal will be treated as an actual emergency event. 9. Direct Connection Service. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's Municipal Police, Fire Department, or other agency, and signals transmitted by the System will be monitored directly by such Municipal Police, Fire Department, or other agency personnel (collectively, "Municipal Personnel"). Municipal Personnel are agents of Johnson Controls. Johnson Controls does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 10. Parallel Protection Service. If Customer chooses a Johnson Controls approved cellular back-up service, alarm signals may be transmitted to Johnson Controls' CMC from Customer's premises over a cellular communications network if Customer's primary telephone service is interrupted.

A.2. Communication Facilities. (a) Authorization. To facilitate Johnson Controls' ability to provide Service under this Agreement, Johnson Controls may make requests for information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Johnson Controls CMC, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the alarm/control panel. Johnson Controls will provide such connection at Customer's request and expense. (c) General. J ohnson Controls will only review the initial compatibility of the Alarm System with Customer's TeleCo Service at the time of initial installation of the Alarm System and that changes in the TeleCo Service's data format after Johnson Controls' initial review of compatibility could make the TeleCo Service unable to transmit alarm signals to Johnson Controls' CMC. If Johnson Controls determines in its sole discretion that Customer's TeleCo Service is not compatible, Johnson Controls will permit Customer to use its TeleCo Service as the primary method of transmitting alarm signals. Although Customer understands that Johnson Controls recommends that Customer only use an additional back-up method of communication to connect Customer's alarm System to Johnson Controls' CMC regardless of the type of TeleCo Service used, Customer also understands that if Johnson Controls determines in its sole discretion that Customer's TeleCo Service is, or later becomes, non-compatible, or if Customer changes to another TeleCo Service that is not compatible, then Johnson Controls will require that Customer use an alternate method of communication acceptable to Johnson Controls as the primary method to connect Customer's Alarm System to Johnson Controls' CMC. Johnson Controls will not provide Fire or Smoke alarm monitoring for Customer's Alarm System that is not compatible with Johnson Controls' TeleCo Service. If Customer does not use approved TeleCo Service for any such monitoring and that it complies with National Fire Alarm Standards and Local Fire Codes, Customer also understands that if Customer's Alarm System has a line cut feature, it may not be able to detect alarm signals if the TeleCo Service is interrupted, and that Johnson Controls may not be able to download System changes remotely or provide certain auxiliary monitoring services through a non-approved TeleCo Service. Customer acknowledges that any decision to use a non-approved TeleCo Service as the method for transmitting alarm signals is based on Customer's own independent business judgment and that any such decision is made without any assistance, involvement, input, recommendation, or endorsement on the part of Johnson Controls. Customer assumes sole and complete responsibility for establishing and maintaining access to and use of the non-approved TeleCo Service for connection to the Alarm Monitoring Equipment. Customer further understands that the Alarm System may be unable to seize the TeleCo Service to transmit an alarm signal if another connection has disabled, is interfering with, or blocking the Connection.

A.3.1 Basic Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2 Advanced Maintenance Service Plan ("Advanced Maintenance"). 1. If Advanced Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Advanced Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/ upgrad e, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below.
Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift.

B. Warranty (90-Day). 1. If the transaction type is “Direct Sale”, any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation (“Warranty Period”), will be repaired or replaced, at Johnson Controls’ option with a new or functionally operative part. 2. If an Advanced Maintenance agreement has not been purchased prior to the expiration of the Warranty Period, Warranty Service will be furnished during Johnson Controls’ “Normal Working Hours” (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. Provision of Advanced Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer (“OEM”).

3. The following “Conditions” are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer’s failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System failures due to unauthorized changes or modification by Customer or others. If Customer calls Johnson Controls for Warranty Service and Johnson Controls’ representative finds that one of the “Conditions” has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls’ obligation to perform Advanced Maintenance service relates solely to the covered Equipment. 3. Advanced Maintenance will be furnished during Johnson Controls’ “Normal Working Hours” (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Advanced Maintenance performed outside of these hours is subject to additional charges. Provision of Advanced Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer (“OEM”).
C. System Requirements, Miscellaneous. 1. Dad. Customer must ensure that all installation, service, or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (A) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (B) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO PERFORM, RESPONSES TO CUSTOMER'S REQUEST FOR MORE THAN THIRTY (30) DAYS. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wire, or other raceway. 7. Battery Power. Customer shall supply Johnson Controls secure Network access for providing its services. 8. New York City Fire System. Intentionally left blank – covered system is not installed in NYC.
of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain a qualified subcontractor; (f) Johnson Controls, in its sole discretion, may terminate this Agreement upon written notice if Customer fails to make payments when due or otherwise breaches this Agreement. (g) Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer’s knowledge the work site is free of any hazardous materials. The term “hazardous materials” includes, but is not limited to, asbestos-containing mat or batt insulation, polyurethane or other potentially toxic or otherwise hazardous materials. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls’ employees, contractors, or subcontractors to hazardous materials; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls’ systems and services have received Certification by the National Institute of Standards and Technology ("NIST") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an “Act of Terrorism” as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be construed in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall constitute one but the same agreement. 3. FARS. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CPR Parts 1-53. As to any customer order for a U.S. government contract purchased directly or indirectly with Federal funds, Johnson Controls will comply with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval before first obtaining any licenses, permits or consents that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third party claims, liability, loss or damage (including attorneys’ fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: $1,000,000 per incident - $2,000,000 in the aggregate and Worker’s Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation to the extent required for Johnson Controls’ own use or that of any Johnson Controls’ employees for any property damage to Customer or any of Customer’s employees caused by equipment owned by Johnson Controls.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls’ supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/updates. If the installed Equipment is to be connected to Customer’s computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants that the Software is free of any viruses, bugs, hidden mischief, or similar component that may interfere with or destroy any equipment, program, computer, or communication line. In the event that the System or any Open Source Software required to operate the System contains any attribution or obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term “Open Source Software” means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietorial software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library General Public License ("LGPL"), BSD license ("BSD"), MIT license, Apache license, Mozilla Public License, IBM Public License, Apache Software License. Artistic license (e.g., PERL), Sun Industry Standard Source License, Sun Community Source License ("SSCL"); Intel Open Source License, Apple Public Source License, or any other similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, “Open Source Licenses”).

K. Force Majeure. JOHNSON CONTROLS DISCLAIMS ANY LIABILITY FOR DELAYS IN INSTALLATION OF THE SYSTEM OR ANY EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREOF DUE TO STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, CYBER ATTACKS, VIRUSES, FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS, DATA BREACHES, OR ANY CAUSES BEYOND THE CONTROL OF JOHNSON CONTROLS. JOHNSON CONTROLS WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL JOHNSON CONTROLS BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

L. Assignment. This Agreement is not assignable without the prior written consent of Johnson Controls and Customer shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Johnson Controls License Information: AL 1488, 1500, 1501, 1502, A-2044, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensees. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AEBSL ‘7569 Vaughn Rd., Montgomery, AL 36116, (334) 244-9388 Fax: 334-244-9332 AK 12256, (907) 269-8000 ACR 1037, 2601 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Security Licensees Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the date approximate hit when the work will begin is a violation of the Alarm Company Act.
COMMERCIAL SALES AGREEMENT

TOWN NO. 0169-ANAHEIM, CA
CUSTOMER NO. 116941887
JOB NO. 1-4HEOQKV
PO NO. 
ESTIMATE NO. 

ADDITIONAL TERMS AND CONDITIONS

DATE: 10/18/2019

Johnson Controls Security Solutions LLC ("Johnson Controls")

Water Replenishment Dis
d/b/a: Water Replenishment Dis
("Customer")

Customer Billing Information
4040 Paramount Blvd,
Lakewood, CA 90712
Attn: 
Tele. No.

Customer Premises Serviced
4040 Paramount Blvd,
Lakewood, CA 90712
Attn: 
Tele. No. (949) 706-3527

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

Terms and Conditions

Annual Service Charge – Initial Term. Johnson Controls agrees to honor the Annual Service Charge for Monitoring Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners ("CPI-W"), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.

Electrical Power. Customer is responsible for providing 110V power at each device location.

Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer’s assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC
Presented by: Michael Ragan
(Signature of Johnson Controls Sales Representative)

CUSTOMER:

Accepted By: 
(Signature of Customer’s Authorized Representative)

Sales Agent: Michael Ragan
Sales Representative Registration Number (if applicable): 99415

(Name Printed)

Title:

Date Signed:

Page 21 of 22
EXHIBIT B
CONTRACTOR RATE SCHEDULE

1.0 Contractor shall be compensated for actual services performed in accordance with this Agreement per the scope of services as described in Exhibit A-1.

2.0 A budgetary amount of $23,525.05 (which amount applies to Contractor’s fee) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Contractor any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Contractor shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District. The budgetary total is allocated as follows:

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installation Charge</td>
<td>$19,160.59</td>
</tr>
<tr>
<td>Annual Service Charge</td>
<td>$4,091.46</td>
</tr>
</tbody>
</table>
DATE: NOVEMBER 14, 2019

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: NOVATION TO CONTRACT NO. 889 WITH AZTECA SYSTEMS, INC.

SUMMARY
WRD currently has a software license agreement with Azteca Systems, Inc. – contract number 889. Recently Azteca Systems, Inc. completed a restructuring and is now operating under the name Azteca Systems, LLC. The purpose of this novation is to document this change and to amend the existing contract to reflect this change.

FISCAL IMPACT
None

STAFF RECOMMENDATION
The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors approve the attached novation for Contract 889.
MEMORANDUM

ITEM NO. 8

DATE: NOVEMBER 14, 2019

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: AWARD OF GENERAL SERVICE AGREEMENT WITH PALL WATER

SUMMARY

The Leo J. Vander Lans (LVL) treatment plant is classified as an advanced water treatment facility (AWTF), which produces high quality water for maintenance of the Alamitos seawater intrusion barrier. Source water to LVL consists of tertiary municipal effluent from the Long Beach Water Reclamation Plant. The LVL AWTF is comprised of multiple processes, including microfiltration (MF), reverse osmosis (RO) and UV advanced oxidation (UV/AOP). The purpose of the MF system is to pretreat the water prior to RO to reduce the incidence of membrane fouling, which can dramatically increase the cost of operations if not controlled. The MF system represents one of the most complex systems in the AWTF due to the number of valves, meters and associated programming required for operations. The MF system was manufactured by Pall Corporation. Presently, Pall Water is the sole-source manufacturer, distributor and service provider for the MF system. The Long Beach Water Department (LBWD) had maintained an annual service contract with Pall Corporation to ensure that support and troubleshooting were provided as needed during operations. WRD would like to initiate the on-boarding of this service contract - one that has historically been managed by the LBWD.

This service contract includes site visits (4) by a Pall Field Service Engineer (FSE), who will provide inspection and repair service as well as work to optimize system operations by examining current programming, cleaning protocols, etc. Included in this is an evaluation of a cleaning event to ensure the appropriate cleaning protocols are being used to maintain membrane life and permeability. In addition, 24/7 aftermarket phone support is provided for live, call-in, around-the-clock technical support to resolve issues that cannot be resolved by operational staff. The cost for this annual service contract is $19,880. Since non-routine service visits are not included, Staff is projecting an allocation budget in the amount of $20,120 for a total amount not to exceed $40,000.

FISCAL IMPACT

The service amount of $19,880 and the additional service fee of $20,120 (for a total of $40,000) will be drawn from the LVL Operations budget: Project 001, General Ledger (GL) Code 5680. Sufficient funds are available in this GL for operational expenses incurred.

STAFF RECOMMENDATION
The Capital Improvement Project (CIP) Committee recommends that the Board of Directors award a one-year contract, subject to approval of form by District Counsel, to Pall Water to provide technical support services for the Leo J. Vander Lans microfiltration system for a contract value of $19,880 plus excess service fee of $20,120, for a total amount not to exceed $40,000.
This General Services Agreement (the “Agreement”) is made and entered into this 21st day of November 2019, by and between the Water Replenishment District of Southern California ("District") and Pall Water, (“Contractor”) (collectively the “Parties” or individually as “Party”) for the furnishing of certain professional services upon the following terms and conditions.

1. **Scope of Services.** Contractor shall perform the scope of services described in Exhibit A (hereinafter referred to as “Services”), attached hereto and incorporated herein by this reference. Tasks other than those specifically described in Exhibit A shall not be performed without a prior written amendment to this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

   1.1 **Standard of Performance.** In performing the scope of services under this Agreement, Contractor shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession.

   1.2 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services in connection with this Agreement.

2. **Term.** The term of this Agreement shall commence on November 21, 2019 and shall end on November 21, 2020 (the “Expiration Date”). At least thirty (30) calendar days prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Contractor, the cost of such Services relative to the benefits, and the need for any continuation of the services.

   2.1 **Termination by District**

   2.1.1 **Termination for Convenience.** The District may terminate this Agreement for its convenience at any time twenty-four hour written notice to Contractor. Contractor'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. Contractor understands and agrees that it shall not be entitled to any additional compensation or reimbursement whatsoever in the event of such termination.
3. **Contractor’s Compensation.** District will compensate Contractor for services performed and for expenses incurred pursuant to this Agreement as follows:

3.1 **Fee.** District hereby agrees to pay Contractor for the Scope of Services, whether by fixed price, hourly rates subject to fixed rate schedule, pursuant to the fee schedule attached as Exhibit B and incorporated herein by this reference, which may not be changed except with District’s written approval. Total compensation for work performed under this Agreement shall not exceed (Forty Thousand Dollars) $40,000.00.

3.2 **Reimbursable Expenses.** No expenses, costs, or liabilities of Contractor shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the scope of services (Exhibit A) and in the fee schedule (Exhibit B).

4. **Project Site.** Contractor shall perform the Services in such a manner as to cause a minimum of interference with District’s operations and the operations of other contractors at each Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Services at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish. Each Project site may include all buildings, offices, and other locations where Services are to be performed, including any access roads. Contractor shall be solely responsible for the safe transportation and packing in proper containers and storage of any equipment required for performing the Services, whether owned, leased or rented. District will not be responsible for any such equipment which is lost, stolen or damaged or for any additional rental charges for such equipment. Equipment left or stored at a Project site, with or without permission, is at Contractor’s sole risk. District may assume that anything left on the work site an unreasonable length of time after said work is completed has been abandoned. Any transportation furnished by District shall be solely as an accommodation and District shall have no liability therefore. Contractor acknowledges and agrees that it shall assume the risk and is solely responsible for its use of any District owned equipment and property provided by District for the performance of Services. District shall have no liability to Contractor therefore. In addition, Contractor further acknowledges and agrees that it shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tolls, or other property which is utilized by Contractor on each Project site.

5. **Contractor Status.** Contractor is an independent contractor and neither Contractor nor any employee of Contractor 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 Contractor achieves such results.

5.1 Payments made to Contractor pursuant to this Agreement shall be the sole and complete compensation to which Contractor is entitled. Contractor is solely responsible for any taxes levied by local, state or federal authorities on such sums. Contractor 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 Contractor, or any of Contractor’s employees, is an employee rather than an independent contractor of District.

5.2 District will not make any contribution to any retirement plan or Social Security on behalf of Contractor or any of Contractor’s employees. Contractor 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 Contractor, or any of Contractor’s employees, is an employee rather than an independent contractor of District.

5.3 District will not make any payments to Contractor, or Contractor’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. Contractor 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 Contractor, or any of Contractor’s employees, is an employee rather than an independent contractor of District.

5.4 Contractor 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.

6. Instructions to Contractor. In the performance of the services set forth in this Agreement, Contractor shall report to and receive instructions from the following person on behalf of the District: Tom Knoell.

7. Subcontractor Services. Any subcontractors to be used by Contractor in the performance of the scope of services shall be identified in Exhibit A hereto. Contractor shall obtain the District’s prior written approval before retaining a subcontractor to perform any portion of the scope of services of this Agreement. Notwithstanding Contractor’s use of any subcontractors, Contractor shall be responsible to the District for the performance of its subcontractors as it would be if Contractor had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subcontractor employed by Contractor. Contractor shall be solely responsible for payments to any subcontractors. Contractor 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 subcontractor of Contractor for any matter arising from, or related to, the services performed by subcontractor under this Agreement.
8. **Compliance With Laws and Regulations; Licensing.** Contractor 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, Contractor 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.

9. **Insurance.** Contractor, 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.

9.1 **Required Policies.**

9.1.1 **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.

9.1.2 **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.

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

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

9.2 **Required Terms.**

9.2.1 All policies except workers’ compensation shall name as additional insureds the Water Replenishment District of Southern California, its directors, officers, employees, agents and representatives.

9.2.2 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.

9.2.3 All policies shall provide that coverage cannot be cancelled without twenty (20) days prior written notice to the District.

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

9.2.6 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.

10. **Indemnification.** Contractor 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 Contractor’s breach of any provision of this Agreement, Contractor’s failure to comply with applicable laws, Contractor’s negligent acts or omissions, or Contractor’s willful misconduct. However, Contractor’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.

11. **Warranty.**

11.1 In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Services (including but not limited to all equipment and materials supplied in connection therewith) shall be free from defects in design and workmanship, and that Contractor shall perform all Services in accordance with all applicable engineering, construction and other codes and standards, and with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying services of a nature similar to the Services in question. Contractor further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work, Contractor shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Agreement. In addition to all other rights and remedies which District may have, District shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further services which may be required to correct any deficiencies which result from Contractor’s failure to perform any Services in accordance with the standards required by this Agreement. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof), any equipment, goods or other materials or Services used or provided by Contractor under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable notice from District, replace or repair the same to District's satisfaction. Unless otherwise expressly permitted, all materials and supplies to be used by Contractor in the performance of the Services shall be new and of best kind.
11.2 Contractor hereby assigns to District all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Services.

12. Health and Safety Programs. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all District site programs.

12.1 Contractor will be responsible for acquiring job hazard assessments as necessary to safely perform all duties of each Project and provide a copy to District upon request.

12.2 Contractor will be responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of Project and provide copies of the certified training records upon request by District. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

12.4 Contractor shall immediately report any injuries to the District site safety representative. Additionally, the Contractor shall investigate and submit to the District site safety representative copies of all written accident reports, and coordinate with District if further investigation is requested.

12.5 Contractor shall develop a plan to properly handle and dispose of all hazardous wastes they generate within the Scope of Services.

12.6 Contractor shall advise its employees and subcontractors that any employee, who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Project.

13. 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.

14. **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. Contractor 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.

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

16. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the District, Contractor, 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 Contractor and the District.

17. **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.

18. **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
Remit all invoices to:

Accounts Payable
Water Replenishment District of
Southern California
4040 Paramount Blvd.
Lakewood, CA 90712
(562) 921-5521

If to Contractor:

Jay Garcia
Pall Water
839 State Route 13
Cortland, NY 13045-5630
Mobile: 516-301-6332
Email: jay_garcia@pall.com
Fax: 607-758-4526

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

20. 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.

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

22. 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.

[SIGNATURES ON THE NEXT PAGE]
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

__________________________
Signature
Secretary, Board of Directors
Print Name
Title

PALL WATER, ("CONTRACTOR")

__________________________
Signature
Print Name
Title

Approved As To Form
LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
EXHIBIT A
SCOPE OF WORK

Contractor shall perform the scope of work described in the Contractor’s proposal attached hereto as Exhibit A-1.
EXHIBIT A-1

CONTRACTOR’S PROPOSAL
Aftermarket Comprehensive Services Plan

for

WRD- Alamitos Barrier
Pall Water Aria Filtration System

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Lge Water (10 Racks)</th>
<th>Company Contact</th>
<th>Tom Knoell</th>
</tr>
</thead>
<tbody>
<tr>
<td>PALL SAP#</td>
<td>3226</td>
<td>E-Mail:</td>
<td><a href="mailto:tknoell@wrd.org">tknoell@wrd.org</a></td>
</tr>
<tr>
<td>WBS No.</td>
<td></td>
<td>Phone:</td>
<td>562-275-4266</td>
</tr>
<tr>
<td>Start Up Date</td>
<td>2/2003</td>
<td>Site Location:</td>
<td>7380 Willow Street</td>
</tr>
<tr>
<td>Module Warranty Expires:</td>
<td>2/2011</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment Warranty Expired:</td>
<td>2/2004</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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Page
1  Cover Page; Ordering Instructions and table of contents
2  Proposal Summary, Description of Services and pricing detail
3  Customer Authorization for Service Form; Site & Billing addresses
4  Definition of Contract Terms
6  Essential Service Event Details
8  Terms and Conditions

Ordering Instructions

Complete the “Customer Authorization for Service” form on page 3 and remit to:

Pall Water Customer Service
Email: Pall_Technology_csc@pall.com

OR
P.O. Box 5630, 839 State Route 13
Cortland, New York 13045-5630
Fax: 607-758-4526
PROPOSAL SUMMARY

Pall Water provides a post-warranty support service plan to ensure continued aftermarket operation of your System. Over time, machinery ages and may malfunction. Components and technology also get upgraded - or become obsolete - as new innovations develop and get implemented. Our Technical Team is also commissioned to 24/7 on-call availability.

The frequency of the proposed service is an Annual visit. If you require service frequency of Semi-Annual or Quarterly, the contract can be revised to accommodate your service needs. If additional service support is required beyond the contract frequency and scope, it can also be provided at the Pall standard service rates above. Advance authorization is required for any time that exceeds the scope of service and the amount of the issued PO. Additional T&E will apply.

<table>
<thead>
<tr>
<th>DESCRIPTION OF SERVICE</th>
<th>Pricing Per visit</th>
<th>Annual Service Plan Fee per 12-Mo. visit</th>
</tr>
</thead>
<tbody>
<tr>
<td>SYSTEM INSPECTION SERVICE* (MM #38588)</td>
<td>$ 9,680.00</td>
<td>$ 9,680.00</td>
</tr>
<tr>
<td>Overall System Review – 3 Full Days On-site</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Review system and process operation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Make system adjustments and improvements as time allows</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Identify future needs for operation staff to maintain plant performance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• All travel and expenses included in pricing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CIP ANALYSIS SERVICE* (MM #38588)</td>
<td>$2,800.00</td>
<td>$2,800.00</td>
</tr>
<tr>
<td>Overall System Review – 1 Full Days On-site</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• CIP performed on one-rack of the plant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Recovery analyzed and recommendations provided</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Note – plant personnel and management can opt to use this day for other issues, e.g. “hands-on” training, “on-demand” problem solving, etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24/7 TECHNICAL PHONE SUPPORT SERVICE** (MM#38844)</td>
<td>$7,400.00</td>
<td>$7,400.00</td>
</tr>
<tr>
<td>• Priority response</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Engineers on full-time rotation, live support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Avoids “Fee-per-Incident” phone charge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL RATES</td>
<td>$19,880.00</td>
<td>$19,880.00</td>
</tr>
</tbody>
</table>

**Note: Without an Aftermarket agreement, non-contracted customers will be subject to a Fee-per-Incident for phone support service (credit card required at time of call).
Customer Authorization for Service Form

I am an authorized representative of the Customer, and I accept the Terms and Conditions of this Service Agreement on behalf of the Customer. I authorize Pall Water Systems to perform the work defined in this agreement, and accept the costs and charges defined in this agreement.

| Company: | | Title/Position: | |
|----------|-----------------|-----------------|
| Print Name: | | Signature: | |
| Title/Position: | | Date: | |

Purchase Order No. or Reference for Billing: ____________________________

Circle Plan Term: 3-Year Term Annual

Requested Date(s) to Schedule Service Visit(s): ____________________________
(Unless deemed emergency service, please allow a 4-week window to accommodate scheduling by Pall Water Systems.)

Remit this form & PO# to our Pall Water Customer Service email: pall_technology_csc@pall.com

**Effective Date and Duration:** This Agreement will be effective as of the date signed below, and will remain in effect:
- for 12 consecutive months (or as indicated in the annual or multi-year contract)
- or until 30 days after receipt of written notice of termination by either party.

Customer Billing Address: ____________________________
_______________________________
_______________________________

Customer Shipping Address (Spare Parts): ____________________________
_______________________________
_______________________________

Customer Comments: _______________________________________________
_______________________________

Pall Water Systems 839 NYS Route 13 Cortland, NY 13045 CSC: #866-475-0115
Definition of Plan Terms

Pall - Pall Water or its assigned Representative

Customer - Company or Organization purchasing services as defined by this contract. The Customer's maintenance staff will be responsible for supplying tools, ladders, lifts, or other equipment required to execute the maintenance function. Site personnel will be solely responsible for ensuring that all maintenance procedures are performed in accordance with all applicable safety regulations.

FSE - The role of the Pall Water Field Service Engineer (FSE) is to complement the site's existing technical / maintenance staff by providing expertise specific to Pall Water supplied technology. The Pall Water FSE will direct site maintenance staff in the proper execution of maintenance procedures.

Description of the Plan Services

1. System Inspection Service
2. CIP (Clean in Place)
3. 24/7 Aftermarket Phone Support Service

1. System Inspection Service

Upon arrival, the Pall Water FSE will meet with designated plant personnel to review the planned scope of work for the Inspection, and obtain confirmation prior to proceeding. Should the Customer's expectations be outside of the scope of work, the inspection will not proceed until Pall Water and the Customer agree to the Scope of Service. If necessary, Scope changes can be quoted and accepted onsite, prior to performing the planned service.

The FSE will perform a comprehensive inspection of the Pall Water Aria Filtration System, which includes all hardware and operating parameters to determine System functional status, and make preventive maintenance recommendations. Should an issue be identified that can be resolved by the FSE during this visit, a price for the immediate service can be provided, and the work completed with your approval by means of a verbal change order to Pall Water Systems Customer Service. Advance authorization is required for any time that exceeds the Scope of Service and the amount of the issued PO.

Upon completion of the service, the FSE will meet with designated Plant personnel to review the findings of the Inspection, and discuss any problems, corrective actions or recommendations.

2. CIP (Clean in Place)

Pall Water Systems require periodic cleaning and the cleaning frequency varies. CIP neglect will cause long-term specific flux (permeability) deterioration, which can be difficult to restore. If not performed on a regular basis, CIP protocols may become unfamiliar, ominous and critical. Special CIP protocols can be quoted, for Systems that experience reduced permeability.

Also, Water Module Warranty is dependent on proper System operation and maintenance, including CIP. Pall Water highly recommends at least quarterly CIP events, with an FSE present to evaluate one annual CIP event to make sure that appropriate CIP protocol is being used, to identify and resolve any potential issues, and to help keep the module warranty in good standing. CIP service can be either full service or flux verification. Flux verification is a service to verify CIP process functionality only, whereas with full service CIP, our engineer will perform the CIP process on the entire Pall Water system under contract.
3. **24/7 Aftermarket Phone Support Service**

Pall Water Engineers provide live, around-the-clock technical support. They account for their Phone Service time (consults, troubleshooting, parts recommendations, remote access, etc.), both, during regular business hours, as well as after hours (on-call). Their services are allocated to each customer’s account at no charge.

For technical support, Warranty assistance, or Services & Spares orders, Customers can contact Pall Water toll free at #866-475-0115.

If the problem cannot be resolved over the telephone, the Customer can request a Pall Water System Service Representative to visit the site location. You will be quoted an Emergency Service Rate, including last-minute travel expenses. Where possible, the FSE will use remote modem access to troubleshoot and resolve problems.

**Important Note:** Non-contracted customers are charged at a Fee-per-Incident rate, applicable to assigned engineering time.

4. **Fee-per-Incident Technical Phone Support (non-contracted Customers)**

Pall Water Engineers are on full-time rotation to provide live, around-the-clock technical support.

Prior to the phone consult, customers will need to provide a credit card number or PO# that will be billed at Pall Water's standard service rates, with a minimum charge of $250.00. Telephone support will be billed per call, logged at a rate of $250.00 for the first 30 minutes, then, at $375.00/hour. The Customer will only be billed the half hour rate once per Call Log Number. Subsequent calls for the same call log will be billed at $375.00/hr.

If the problem cannot be resolved over the telephone, the Customer can request a Pall Water System Service Representative to visit the site location. You will be quoted an Emergency Service Rate and billed for last-minute travel expenses.

**Essential Service Event Details**

**Materials:** This proposal covers the scope of work described above. All additional materials purchased by Pall Water for use on your System that have been verbally authorized by you to complete this work will be invoiced as part of this contract.

**Scheduling:** When possible, Pall Water will make every effort to accommodate a Customer’s schedule for services, once they have been defined and communicated. Field Service requires a minimum 4-week advance notification. Upon receipt of your purchase order, we can confirm the schedule, and allocate the appropriate Pall Water Service resources.

**Validity:** This proposal is valid for 90 days.

**Terms of Sale:** Pall Water Standard Terms and Conditions of Sale of Services apply.
Aftermarket Comprehensive Services Plan
Proposal
No.: OPP1284026rev2
Date: October 29, 2019

Terms of Service:
 Regular minimum service charge is for a 10-hour day. Maximum workday is 12 hours, including travel time.
 Travel time and expenses are included in the Service.
 Cancellation of scheduled Service by the Customer is subject to invoicing (e.g., Travel expenses, FSE time, etc.)
 When travel expenses are quoted at cost, a weekly travel and expense summary sheet will be provided in lieu of receipts.

Service Order acceptance and payment terms: Pall Water requires all accounts outstanding beyond 30 days to be paid in full prior to order acceptance. Your account status will be verified at the time of order placement, and you will be notified if you have a balance due. To avoid order processing, goods shipment, or service scheduling delays, please insure your account is up to date in advance of placing your order. Charges per the proposal will be invoiced automatically, and become payable within 30 business days of receipt.

Changes: If additional service is required beyond the Plan frequency and scope, Pall Water will work with you to make those changes. Advance authorization is required for any activity that exceeds the scope of service and the amount of the issued PO. Additional T&E may apply.

Pall Water shall not implement any changes in the Scope of Services described in its proposal unless Customer and Pall Water agree to the details of the change, and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law.

A Purchase Order or acceptable letter of authorization, including Travel & Expense per diem reimbursements, and a signed copy of the attached Customer Authorization of Service Form is required prior to Pall Water providing the services defined in this proposal.

Maintaining an Aftermarket Service Plan, or an Aftermarket Phone Support Service, provides the best possible return on your Pall Water System investment. The Plan also provides pre-emptive measures that help to identify potential anomalies or malfunctions which may create untimely disruptions, costly down-times, or otherwise, could contribute to disaster response issues encountered by Municipal Plants and a community’s water system. Implementing the Service Plan ensures priority response and avoids the Fee-per-Incident charges.

Sincerely,

Jay Garcia
Key Account Manager
Phone: 516.301.6332
Standard Terms and Conditions of Sale of Services

1. **Acceptance:** Acceptance by Pall Corporation ("Seller") of Buyer's order is limited to Seller's express terms and conditions of sale contained herein and on the face of any order acknowledgment form, Seller's quotation, proposal or similar document delivered by Seller to Buyer (the "Seller's Acknowledgment Form") and any terms incorporated herein or therein by reference ("Seller's Terms and Conditions of Sale"). Any additional or different terms or any attempt by Buyer to vary in any degree any of Seller's Terms and Conditions of Sale are hereby objected to and shall be deemed material and not binding on Seller.

2. **Services:**
   2.1 Seller will provide such services ("Services") as are expressly described in its quotation, proposal, statement of work or other document executed by Seller (the "Quote") during normal business hours and will charge Buyer in accordance with Seller's then current schedule of rates, unless otherwise specified in the Quote. Services requested or required by Buyer to be performed outside of normal business hours or in an expedited manner or in addition to the Services included in the Quote will be charged at Seller's then current schedule of rates, including any applicable overtime or expediting charges, and will be in addition to the charges outlined in the Quote.
   2.2 The schedule for the provision of Services is the best estimate possible based on conditions existing at the time of Seller's acceptance of the order or Seller's Quote and receipt of all specifications, as applicable, and in the case of non-standard Services, any such date is subject to Seller's receipt of complete information necessary for completion of Services. Seller assumes no liability whatsoever, including loss of use or for any other direct, indirect, or consequential damages, due to delays.
   2.3 It is understood that the Services provided by Seller are not to be considered Professional Engineering Services or Works-for-Hire. In the event design documentation requires a Professional Engineering Stamp, a written scope and definition of responsibility must be executed by Buyer and Seller.

3. **Prices:** Except as may be specifically provided in Seller's quotation, all prices are subject to change without notice.

4. **Taxes:** All prices are exclusive of any applicable U.S.A. federal, state or local sales, use, excise or other similar taxes. All such taxes will be for Buyer's account and will be paid by Buyer to Seller upon submission of Seller's invoices. Buyer agrees to make tax accruals and payments to the tax authorities as appropriate. If Buyer is exempt from any applicable sales tax or equivalent but fails to notify Seller of such exemption or fails to furnish its Sales Tax Exemption Number to Seller in a timely manner and Seller is required to pay such tax, the amount of any such payment made by Seller will be reimbursed by Buyer to Seller upon submission of Seller's invoices.

5. **Payment:**
   5.1 Payment for U.S. and Puerto Rico billing shall be made by Buyer in U.S. Dollars net thirty (30) days after the date of invoice. Payment for non-U.S. billing shall be in accordance with Seller's written instructions.
   5.2 A monthly interest charge at the rate of 1.5% or the maximum legal rate allowed by applicable law, whichever is lower, will be assessed on all past due payments calculated from the date of invoice.
   5.3 Seller may, at any time or times, suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action.
   5.4 All sales are subject to the approval of Seller's credit department.
5.5 Buyer may not setoff any amounts that may be claimed by Buyer against any amounts that are owed to Seller.

6. **Warranty, Limitation of Liability and Remedies:**

6.1. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE SERVICES, NOR IS THERE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS PROVIDED FOR HEREIN.

6.2 Seller further warrants that all Services will be performed in a workmanlike manner and that Seller will use suitably qualified personnel (this warranty shall survive for 90 days following Seller’s completion of the Services). Seller’s liability under any service warranty is limited (in Seller’s discretion) to repeating the Service that during the foregoing 90-day period does not meet this warranty or issuing credit for the nonconforming portion of the Service.

6.3 If Seller determines that any warranty claim is not, in fact, covered by the foregoing warranties, Buyer shall pay Seller’s then customary charges for any additionally required Services. Buyer shall notify Seller promptly in writing of any claims and provide Seller with an opportunity to inspect and test the Service claimed to fail to meet the above warranty. Buyer shall provide Seller with a copy of the original invoice for the Service. All claims must be accompanied by full particulars, including system operating conditions, if applicable.

6.4 In no event will Seller be liable for any damages, incidental, special, consequential, indirect, punitive or otherwise, including loss of profit, remanufacturing costs and rework costs, and lost Buyer product costs (other than price of Seller service) whatever the claim (tort, breach of contract or warranty or otherwise) and whatever the forum, whether arising out of or in connection with the manufacture, packaging, delivery, storage, use, misuse or non-use or resale of any of its Services or any other cause whatsoever. Without limiting the generality of the foregoing, in no event will Seller be liable for any losses or damages in excess of the price paid to Seller with respect to the Services sold to Buyer hereunder which are claimed to fail to meet above warranties.

6.5 In no event shall Buyer be entitled to claim under the above warranty if Buyer is in breach of its obligations, including but not limited to payment, hereunder.

7. **Cancellation:** Buyer may not cancel its order after Seller’s acceptance unless all the details are approved in writing by the parties, including Buyer’s agreement to pay any stated amount of termination charges.

8. **Ownership of Materials:** All devices, equipment, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller in connection with Services provided, and all related intellectual property rights, shall remain Seller’s property. Buyer is not authorized to use information supplied by Seller for other purposes unless agreed to in writing by Seller. Buyer shall not disclose any such material to third parties without Seller’s prior written consent.

9. **Entire Agreement:** Seller’s Terms and Conditions of Sale and the Confidentiality Agreement, if any, constitute the entire agreement between the parties hereto and supersede all prior agreements and understandings, oral and written, between the parties relating to the subject matter hereof. Seller’s Terms and Conditions of Sale shall be binding on the parties and their successors and permitted assigns. No change, addition to or waiver of any of the terms of Seller’s Terms and Conditions of Sale shall be binding as to the parties hereto unless approved in writing by the parties hereto or their authorized representatives.

10. **Quotation:** All quotations by Seller are subject to change or withdrawal without prior notice to Buyer, unless otherwise specifically stated in the quotation. Quotations are made subject to approval by Seller of Buyer’s credit. All sales,
contracts and orders become effective only if and when approved and accepted in writing by Seller by the issuance of the Seller Acknowledgment Form and shall be subject to these terms and conditions.

11. **Confidentiality:** If Seller discloses or grants Buyer access to any research, development, technical, economic, or other business information or "know-how" of a confidential nature, whether reduced to writing or not, Buyer will not use or disclose any such information to any other person or company at any time, without Seller's prior written consent. In the event that Buyer and Seller have entered into a separate confidentiality agreement ("Confidentiality Agreement"), the terms and conditions of such agreement shall take precedence over the terms of this paragraph.

12. **No Waiver:** Seller's failure to insist on Buyer's strict performance of the terms and conditions contained herein at any time shall not be construed as a waiver by Seller of performance in the future.

13. **Force Majeure:** Whenever performance by Seller of any of its obligations hereunder, is substantially prevented by reason of any act of God, strike, lock-out, or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions, or by reason of any other matter beyond its reasonable control, then such performance shall be excused, and deemed suspended during the continuation of such event and for a reasonable time thereafter, delayed, or adjusted accordingly.

14. **Validity:** If any provision of Seller's Terms and Conditions of Sale is held invalid by any competent authority to be illegal or unenforceable in whole or any part, such provision shall be ineffective, but only to the extent of such invalidity or unenforceability, without invalidating the remainder of such provision, nor the other provisions, which shall not be affected.

15. **Governing Law, Service of Process:** Seller's Terms and Conditions of Sale and the parties' agreement for the sale of Services shall be governed by the laws of the State of New York, regardless of conflict of laws principles, and the parties hereby unconditionally and irrevocably submit to (and waive any objection on the grounds of inconvenient forum or otherwise) the jurisdiction of the Supreme Court of the State of New York, County of Nassau or the United States District Court for the Southern District of New York, which courts shall have exclusive jurisdiction to adjudicate and determine any suit, action or proceeding regarding or relating to the Seller's Terms and Conditions of Sale and the purchase and supply of the Services. A judgment, order or decision of those courts in respect of any such claim or dispute shall be conclusive and may be recognized and enforced by any courts of any state, country or other jurisdiction. Each party hereby waives personal service of process, and irrevocably submits to service of process by mail.

16. **Jurisdiction.** Each party hereby waives all objections to the jurisdiction specified herein on the grounds of inconvenient forum or otherwise. A judgment, order or decision of those courts in respect of any such claim or dispute shall be conclusive and may be recognized and enforced by any courts of any state, country or other jurisdiction.

17. **Survival:** All payment, confidentiality and indemnity obligations, warranties, limitations of liability, product return, and ownership of materials provisions together with those Sections the survival of which is necessary for the interpretation or enforcement of these terms and conditions, shall continue in full force and effect for the duration stated in such provisions or the applicable statute of limitations.
EXHIBIT B
CONTRACTOR RATE SCHEDULE

1.0 Contractor shall be compensated for actual services performed in accordance with this Agreement per the scope of services as described in Exhibit A-1.

2.0 A budgetary amount of $40,000.00 (which amount applies to Contractor’s fee) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Contractor any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Contractor shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District. The budgetary total is allocated as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual routine maintenance and services</td>
<td>$19,880.00</td>
</tr>
<tr>
<td>Non-routine as-needed site visits</td>
<td>$20,120.00</td>
</tr>
</tbody>
</table>
MEMORANDUM
ITEM NO. 9

DATE: NOVEMBER 14, 2019
TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AWARD OF GENERAL SERVICE AGREEMENT WITH SUEZ

SUMMARY

The Leo J. Vander Lans (LVL) treatment plant is classified as an advanced water treatment facility (AWTF), which produces high quality water for maintenance of the Alamitos seawater intrusion barrier. The water quality from the facility must meet all regulatory requirements for constituents such as Total Organic Carbon (TOC) – a parameter which is considered a critical monitoring control point in the AWTF. TOC is monitored continuously using an on-line analyzer which requires service and calibration to ensure consistent functionality and accuracy. In addition, the analyzer calibration is a permit requirement and must be conducted as specified by the manufacturer. The TOC analyzer at the LVL facility was manufactured by Suez. Suez is the sole-source manufacturer, distributor and provider of parts, repairs and maintenance. The Long Beach Water Department (LBWD) had maintained an annual service contract with Suez to ensure that support and troubleshooting were provided for operations. WRD would like to initiate the on-boarding of this service contract - one that has historically been managed by the LBWD.

This service contract includes site visits (4) by a Suez certified field engineer, who will provide maintenance and repairs including calibrations and replacement of consumable parts. The cost for this annual service contract is $14,553. Since non-routine service visits are not included, Staff is projecting an allocation budget in the amount of $5,447 for a total contract amount not to exceed $20,000.

FISCAL IMPACT

The service amount of $14,553 and the additional service fee of $5,447 (for a total of $20,000) will be drawn from the LVL Operations budget: Project 001, General Ledger (GL) Code 5680. Sufficient funds are available in this GL for operational expenses incurred.

STAFF RECOMMENDATION

The Capital Improvement Project (CIP) Committee recommends that the Board of Directors award a one-year contract, subject to approval of form by District Counsel, to Suez to provide technical support services at the Leo J. Vander Lans facility for a contract
value of $14,553 plus an excess service fee of $5,447, for a total amount not to exceed $20,000.
This General Services Agreement (the “Agreement”) is made and entered into this ___ day of November 2019, by and between the Water Replenishment District of Southern California (“District”) and Suez WTS Analytical Instruments, Inc. (“Contractor”) (collectively the “Parties” or individually as “Party”) for the furnishing of certain professional services upon the following terms and conditions.

1. **Scope of Services.** Contractor shall perform the scope of services described in Exhibit A (hereinafter referred to as “Services”), attached hereto and incorporated herein by this reference. Tasks other than those specifically described in Exhibit A shall not be performed without a prior written amendment to this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

   1.1 **Standard of Performance.** In performing the scope of services under this Agreement, Contractor shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession.

   1.2 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services in connection with this Agreement.

2. **Term.** The term of this Agreement shall commence on November 1, 2019 and shall end on November 30, 2020 (the “Expiration Date”). At least thirty (30) calendar days prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Contractor, the cost of such Services relative to the benefits, and the need for any continuation of the services.

   2.1 **Termination by District**

   2.1.1 **Termination for Convenience.** The District may terminate this Agreement for its convenience at any time twenty-four hour written notice to Contractor. Contractor'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. Contractor understands and agrees that it shall not be entitled to any additional compensation or reimbursement whatsoever in the event of such termination.
3. **Contractor’s Compensation.** District will compensate Contractor for services performed and for expenses incurred pursuant to this Agreement as follows:

3.1 **Fee.** District hereby agrees to pay Contractor for the Scope of Services, whether by fixed price, hourly rates subject to fixed rate schedule, pursuant to the fee schedule attached as Exhibit B and incorporated herein by this reference, which may not be changed except with District’s written approval. Total compensation for work performed under this Agreement shall not exceed (Twenty Thousand Dollars) $20,000.00.

3.2 **Reimbursable Expenses.** No expenses, costs, or liabilities of Contractor shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the scope of services (Exhibit A) and in the fee schedule (Exhibit B).

4. **Project Site.** Contractor shall perform the Services in such a manner as to cause a minimum of interference with District’s operations and the operations of other contractors at each Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Services at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish. Each Project site may include all buildings, offices, and other locations where Services are to be performed, including any access roads. Contractor shall be solely responsible for the safe transportation and packing in proper containers and storage of any equipment required for performing the Services, whether owned, leased or rented. District will not be responsible for any such equipment which is lost, stolen or damaged or for any additional rental charges for such equipment. Equipment left or stored at a Project site, with or without permission, is at Contractor’s sole risk. District may assume that anything left on the work site an unreasonable length of time after said work is completed has been abandoned. Any transportation furnished by District shall be solely as an accommodation and District shall have no liability therefore. Contractor acknowledges and agrees that it shall assume the risk and is solely responsible for its use of any District owned equipment and property provided by District for the performance of Services. District shall have no liability to Contractor therefore. In addition, Contractor further acknowledges and agrees that it shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tolls, or other property which is utilized by Contractor on each Project site.

5. **Contractor Status.** Contractor is an independent contractor and neither Contractor nor any employee of Contractor 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 Contractor achieves such results.

5.1 Payments made to Contractor pursuant to this Agreement shall be the sole and complete compensation to which Contractor is entitled. Contractor is solely responsible for any taxes levied by local, state or federal authorities on such sums. Contractor 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 Contractor, or any of Contractor’s employees, is an employee rather than an independent contractor of District.

5.2 District will not make any contribution to any retirement plan or Social Security on behalf of Contractor or any of Contractor’s employees. Contractor 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 Contractor, or any of Contractor’s employees, is an employee rather than an independent contractor of District.

5.3 District will not make any payments to Contractor, or Contractor’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. Contractor 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 Contractor, or any of Contractor’s employees, is an employee rather than an independent contractor of District.

5.4 Contractor 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.

6. Instructions to Contractor. In the performance of the services set forth in this Agreement, Contractor shall report to and receive instructions from the following person on behalf of the District: Tom Knoell.

7. Subcontractor Services. Any subcontractors to be used by Contractor in the performance of the scope of services shall be identified in Exhibit A hereto. Contractor shall obtain the District’s prior written approval before retaining a subcontractor to perform any portion of the scope of services of this Agreement. Notwithstanding Contractor’s use of any subcontractors, Contractor shall be responsible to the District for the performance of its subcontractors as it would be if Contractor had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subcontractor employed by Contractor. Contractor shall be solely responsible for payments to any subcontractors. Contractor 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 subcontractor of Contractor for any matter arising from, or related to, the services performed by subcontractor under this Agreement.
8. **Compliance With Laws and Regulations; Licensing.** Contractor 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, including prevailing wage compliance if applicable (“Applicable Laws”). By entering into this Agreement, Contractor 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.

9. **Insurance.** Contractor, 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.

9.1 **Required Policies.**

9.1.1 **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.

9.1.2 **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.

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

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

9.2 **Required Terms.**

9.2.1 All policies except workers’ compensation shall name as additional insureds the Water Replenishment District of Southern California, its directors, officers, employees, agents and representatives.

9.2.2 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.

9.2.3 All policies shall provide that coverage cannot be cancelled without twenty (20) days prior written notice to the District.

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

9.2.6 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 better.

10. **Indemnification.** Contractor 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 Contractor’s breach of any provision of this Agreement, Contractor’s failure to comply with applicable laws, Contractor’s negligent acts or omissions, or Contractor’s willful misconduct. However, Contractor’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.

11. **Warranty.**

11.1 In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Services (including but not limited to all equipment and materials supplied in connection therewith) shall be free from defects in design and workmanship, and that Contractor shall perform all Services in accordance with all applicable engineering, construction and other codes and standards, and with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying services of a nature similar to the Services in question. Contractor further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work, Contractor shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Agreement. In addition to all other rights and remedies which District may have, District shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further services which may be required to correct any deficiencies which result from Contractor’s failure to perform any Services in accordance with the standards required by this Agreement. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof), any equipment, goods or other materials or Services used or provided by Contractor under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable notice from District, replace or repair the same to District's satisfaction. Unless otherwise expressly permitted, all materials and supplies to be used by Contractor in the performance of the Services shall be new and of best kind.
11.2 Contractor hereby assigns to District all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Services.

12. Health and Safety Programs. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all District site programs.

12.1 Contractor will be responsible for acquiring job hazard assessments as necessary to safely perform all duties of each Project and provide a copy to District upon request.

12.2 Contractor will be responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of Project and provide copies of the certified training records upon request by District. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

12.4 Contractor shall immediately report any injuries to the District site safety representative. Additionally, the Contractor shall investigate and submit to the District site safety representative copies of all written accident reports, and coordinate with District if further investigation is requested.

12.5 Contractor shall develop a plan to properly handle and dispose of all hazardous wastes they generate within the Scope of Services.

12.6 Contractor shall advise its employees and subcontractors that any employee, who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Project.

13. 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.

14. 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. Contractor 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.

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

16. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the District, Contractor, 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 Contractor and the District.

17. 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.

18. 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
Remit all invoices to:

Accounts Payable
Water Replenishment District of Southern California
4040 Paramount Blvd.
Lakewood, CA 90712
(562) 921-5521

If to Contractor:

SUEZ WTS Analytical Instruments, Inc.
6060 Spine Rd
Boulder, CO 80301
Phone: 1-800-291-6455
Email: sievers.customercare.wts@suez.com

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

20. **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.

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

22. **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.

**[SIGNATURES ON THE NEXT PAGE]**
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                  Signature
John D. S. Allen           [Print Name]
President, Board of Directors [Title]

SUEZ WTS ANALYTICAL INSTRUMENTS, INC., ("CONTRACTOR")

_________________________
Signature

_________________________
Print Name

_________________________
Title

Approved As To Form
LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
EXHIBIT A
SCOPE OF WORK

Contractor shall perform the scope of work described in the Contractor’s proposal attached hereto as Exhibit A-1.
EXHIBIT A-1

CONTRACTOR’S PROPOSAL
Quotation

Water Replenishment District
Tom Knoell
Long Beach, CALIFORNIA
UNITED STATES
Phone: (562) 275-4266

Date: Thursday, October 17, 2019
Quote Number: SER-00010647-19-8
Payment Terms: Net 30, Subject to Credit Approval
Delivery Terms: Ex Works, Boulder, CO USA
Expiration Date: Tuesday, December 31, 2019
Currency: USD

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<table>
<thead>
<tr>
<th>Product Number</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>CERT+ MUNI/SEMI SYSTEM 2 VISIT</td>
<td>SER 77024-01</td>
<td>6,086.00</td>
<td>2</td>
</tr>
</tbody>
</table>

Certified Plus SYSTEM Protection and Service – Municipal and Semiconductor Industry Installations of M-Series, 900 or 5310C and requisite Accessory ICR, Autosampler and/or SAMPLE CHANGER—TWO Visit. Comprehensive cert+ coverage provides peace of mind and is ideal for customers who have Laboratory, Portable or Online installed or Validated instruments. Extends manufacturer warranty and includes application guidance, all parts, labor, and travel expenses for Certified Field Service Engineers to perform on-site repairs and complete TWO on-site visits (Annually & 6mos). Agreement includes quarterly maintenance items and annual visit with calibration/verification protocols and 6-month PM service, using Sievers Certified Standards. Additional inclusions are: unlimited technical support calls, free firmware updates, all maintenance items necessary for scheduled maintenance for the calendar year and discounts on standards, vials and 10% off parts not covered. On-site response for down instrument repairs is typically 5-7 business days.

Sub-Total USD: 12,172.00

OPTIONAL, Customization beyond PM/Warranty, update your PO if needed, a new quote is not needed.

Add-On Visit, PM Contract, UPW | SER 80058-01 | 1,149.00 | 2 | 2,298.00 |

This PM Contract Additional Visit is an add-on service visit to be used exclusively in connection with the various preventive maintenance offerings for the TOC M-Series, 900, and 500 Sievers brand TOC analyzers and Checkpoint sensor. It is not a stand-alone offering. This additional service includes either a calibration/verification or a system suitability test. In the case of a Checkpoint, a cal/ver may be performed. Standards set for the applicable model and all travel expenses for Analytical Instruments personnel are included. It is offered on a per-visit basis.

Replacement Filter - 60 Micron | HTF 94402 | 44.00 | 2 | 83.60 |

Replacement filter insert for 60 micron stainless steel in-line filter.

Sub-Total USD: 2,381.60

Please refer to SER-00010647-19 on your purchase order and email to Sievers.customercare.wts@suez.com
Standard Terms and Conditions apply. Warranty valid in UNITED STATES only.
SUEZ WTS Analytical Instruments Inc.
Quotation

Water Replenishment District

Tom Knoell
Long Beach, CALIFORNIA
UNITED STATES
Phone: (562) 275-4266

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Currency:
USD

Grand Total USD: 14,553.60

Important Information

Service/Warranty invoiced in full, at the time of the first service/shipment or warranty expiration. Field Scheduling may take 6-8 weeks, advance scheduling.

A PO received in 2019 locks 2019 pricing. A PO in 2020 prompts a price increase.

Your TOC's must in use/working condition. A PO after 12/29/2019 Visit #1 billable if applies.

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TOC 900: 1308-6670
TOC 900: 1308-6682

PM/C+On Site Warranty validity dates 12/22/2019-12/21/2020
Next PM Due: 1/22/2020- 6 month on-site
Last Visit 7/22/2019-Annual Cal/ICR PM

Please submit your PO by 11/25/2019 to secure dates and avoid service gaps. Failure to submit PO by this date may result in an additional expedite fee.

2 visit PM/C+Warranty includes the following:
+ Optional- 2 Additional visits to install oxidizer
+ Optional- 2 Extra 60 micron filters per yr

TOC 900: 1308-6670: Cal @ 1 ppm, Veri @ 500ppb
TOC 900: 1308-6682: Cal @ 10 ppm, Veri @ 5 ppm

Primary Contact for scheduling & shipments: Tom Knoell
Secondary Contact: Keith McDonald

Certified Plus benefits:
- Fixed total cost of ownership
- Yearly Consumables, Hazmat, Shipping, Handling
**Quotation**

**Water Replenishment District**

| Tom Knoell |
| Long Beach, CALIFORNIA |
| UNITED STATES |
| Phone: (562) 275-4266 |

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</table>
| -Certified Engineer On-Site for your Calibration  
-Optimize instrument performance/regulatory compliance  
-Audit compliance w/Certified Calibration Certificate  
On-Site Warranty/On Site Labor:  
Your dispatch visit is contingent upon appropriate diagnostic activities between Tech Support.  
Standards/Vials & Parts-sievers.customercare.wts@suez.com  
-Your PO includes Billing & Consumables Shipment Address ( **Billing address Required)  
-Quote # with TOC serial number(s)  
-PO emailed to: tamara.shafer@suez.com  
Tamara Shafer, Account Manager, SUEZ WTS Analytical Instruments, 6060 Spine Rd, Boulder, CO 80301  
Tel: +720-622-0229, tamara.shafer@suez.com  
Link below for information upgrading your TOC 900/531C to our newest M9 or M5310C  
https://www.suezwatertechnologies.com/lp-ai-sievers-900-m9  
Tamara Shafer, |

Please refer to SER-00010647-19 on your purchase order and email to sievers.customercare.wts@suez.com  
Standard Terms and Conditions apply. Warranty valid in UNITED STATES only.  
SUEZ WTS Analytical Instruments Inc.
STANDARD TERMS & CONDITIONS FOR SALE & SERVICE OF INSTRUMENTS

These Terms and Conditions are an integral part of each agreement between a SUEZ WTS Analytical Instruments company (“Seller”) and its customer (“Purchaser”) for the sale of instruments (“Instruments”) and any related services (“Services”). Such agreement and these Terms and Conditions are collectively referred to as the “Agreement”.

1. Proposals & quotations. For avoidance of doubt, Seller may refrain from accepting any purchase order until completion of Seller’s due diligence process for a new customer. Moreover, if concerns are identified by Seller during this process, Seller reserves the right, in Seller’s sole discretion, to refuse any associated purchase orders pending Seller’s resolution of such concerns. Any proposals or price quotations may be modified or withdrawn by Seller at any time prior to acceptance by Purchaser. All prices quoted by Seller are F.O.B. point of origin unless otherwise indicated. Any Services performed by Seller beyond those set forth in its proposal will be charged at Seller’s then standard rates, plus expenses.

2. Warranties. Seller warrants for a period of twelve months after shipment that Instruments manufactured by Seller will conform in all material respects to any descriptions or specifications included in the Agreement and will be free of defects in materials and workmanship. If the Instruments are installed by Seller, the warranty will be extended to twelve months after the installation date or thirteen months after shipment, whichever occurs earlier. Any performance warranties set forth elsewhere in the Agreement shall be limited to twelve months unless otherwise indicated. Components and materials of the type that need replacement periodically due to normal wear and tear such as valves, reaction chambers, catalysts, and parts whose contact with sample streams renders them unsuitable for further use are warranted against defects only as of the shipment date, unless expressly stated otherwise. Warranties do not apply to damage or wear resulting from accidents, negligence, abuse, or misuse by Purchaser or third parties; from failure to follow Seller’s instructions for installation, operation or maintenance; or from alterations or repairs not performed in accordance with Seller’s instructions. Seller warrants that any Services will be performed in a good and workmanlike manner. Purchaser shall promptly notify Seller of any warranty claim, and Purchaser’s sole remedy shall be (at Seller’s election) the repair or replacement of defective Instruments, the correction of deficient Services, or the refund of payments made for such Instruments or Services. If Seller, at its discretion, chooses to repair an Instrument subject to a warranty claim, Seller may install or otherwise utilize parts or components that are either new, refurbished, remanufactured, or reconditioned in connection with that repair. Similarly, if Seller chooses to supply Purchaser with a replacement Instrument in response to a warranty claim, the replacement Instrument may contain either new, refurbished, remanufactured, or reconditioned parts or components. Purchaser shall not return Instruments to Seller with a replacement Instrument in response to a warranty claim, the replacement Instrument may contain either new, refurbished, remanufactured, or reconditioned parts or components. Purchaser shall not return Instruments to Seller without Seller’s prior permission. The foregoing warranties are in lieu of all other warranties, express or implied, and Seller makes no warranties of merchantability or fitness for a particular purpose other than as expressly stated in this Agreement.

3. Environmental Health and Safety. Instruments must be installed to allow safe access and service by SUEZ employees per applicable regulatory requirements. Emergency egress, surrounding hazards and ergonomics should be considered, please contact the SUEZ Field Service Leader with questions prior to installation.

4. Payment. Seller’s obligation to ship Instruments shall be subject to approval of all orders by Seller’s credit department, and Seller may require full or partial payment in advance. All payment shall be made in full in lawful, free and unblocked U.S. Dollars. Payments not made within agreed upon terms will bear interest at the rate of 1.5 percent per month or, if lower, the maximum lawful rate. If Purchaser disputes any portion of an invoice, it shall notify Seller in writing with specificity and pay the undisputed portion within said 30-day period. Purchaser shall reimburse costs, including reasonable attorneys’ fees, incurred by Seller to collect overdue amounts.

5. Limitation of liability. The aggregate liability of Seller and its affiliates and employees in connection with the Agreement and all Instruments and Services provided thereunder shall be limited to the amount actually paid by Purchaser to Seller for such Instruments or Services. Seller shall not be liable for any special, indirect, incidental, consequential, or punitive damages, including lost profits, loss of use, and claims by third parties.

6. Export. If Instruments are to be shipped to a point outside the U.S., Seller’s obligation is subject to its ability to obtain, on acceptable terms, any applicable export licenses or permits.

7. Inspection. Purchaser or its designated representative shall be given a reasonable opportunity, upon request, to inspect Instruments, at Purchaser’s cost, prior to their delivery to the carrier for shipment. Failure to make prompt inspection will be deemed a waiver of Purchaser’s right of inspection.

8. Taxes. Purchaser shall pay all sales, use and excise taxes, customs duties, and similar taxes and governmental charges now or hereafter imposed on either party based on the sale, shipment or use of Instruments or the provision of Services.
9. **Shipping, title & risk of loss.** Purchaser is responsible for all shipping costs and insurance except as expressly agreed in writing. Purchaser shall give Seller complete shipping instructions, in the absence of which Seller shall be entitled to select the carrier. Title and risk of loss shall pass to Purchaser upon delivery of Instruments to the carrier for shipment, although Purchaser grants Seller a security interest in all Instruments until Seller is paid in full.

10. **Export Import Regulations.** Purchaser will not, directly or through an intermediary, export any Instruments (including related technology and information) to any country that is subject to embargo or similar restrictions under U.S. Export Regulations (including but not limited to Cuba, Iran, Iraq, Libya and North Korea), or transfer them to a national of any such country or to any other person or company restricted from receiving them, or put them to a prohibited end use, or transfer them with knowledge or reason to believe that they are intended for a prohibited destination, recipient or use. If Purchaser exports Instruments from the U.S., then Purchaser assumes the sole responsibility to confirm that the technical regulations and standards for the importation of such Instruments into the applicable country of import are met.

11. **Force majeure.** Seller will not be responsible for any delays, damages or failures to perform due to circumstances beyond its reasonable control, including those caused by Purchaser. Seller's time for performance shall be extended by a period of time commensurate with the amount of delay caused by such circumstances.

12. **Patents.** Seller shall hold Purchaser harmless against any claims by third parties that Instruments manufactured by Seller infringe U.S. patents, provided that Purchaser gives Seller prompt notice of such claim, full authority to defend against such claim, and whatever assistance Seller reasonably requests. The foregoing obligation does not apply to claims related to Instruments based on designs and/or specifications provided by Purchaser, Purchaser's alteration of Instruments, Purchaser's use of Instruments for a purpose not intended by Seller, or Purchaser's use of Instruments in combination with goods not manufactured by Seller, in which cases Purchaser shall hold Seller harmless against any claims of patent infringement made against Seller. If Purchaser's use of the Instruments is enjoined, Seller within a reasonable period of time shall (at Seller’s election) obtain rights for Purchaser’s continued use of the Instruments, modify the Instruments so they are non-infringing, replace the Instruments with non-infringing Instruments, or refund the then fair market value of the Instruments (before taking into account the alleged infringement) upon return of the Instruments to Seller. Seller shall have no liability with respect to patents outside the U.S.

13. **Documents.** All documents furnished by Seller in connection with Instruments shall remain the property of Seller, and Purchaser warrants that they will not be used or disclosed except to enable Purchaser’s installation, operation and maintenance of Instruments.

14. **Complete agreement.** These Terms and Conditions, together with any other contract documents signed by both parties (other than any terms on Purchaser’s order that are inconsistent with these Terms and Conditions), constitute the entire agreement between the parties. The Agreement may be modified or amended only by a writing signed by an authorized representative of the party against which enforcement is being sought.

15. **Miscellaneous.** The Agreement is governed by the laws of The State of Colorado, U.S.A.
Date: 19 September 2019  
Subject: Sole Source Representative

Dear SUEZ WTS Customer:

SUEZ WTS Analytical Instruments Inc. is the sole manufacture of Sievers products, including purchase of new products, OEM repair/replacement parts, repairs, and maintenance.

No other representative in the United States is authorized to sell OEM products, provide SUEZ WTS certified repair, OEM replacement parts, SUEZ WTS certified maintenance or field services, and SUEZ WTS authorized technical support.

Use of a third-party maintenance provider may null and void warranty. If a third-party is unable to complete any repair, for SUEZ to provide technical support, warranty, or repair, your instrument must be returned to the original condition using Sievers standards, OEM replacement parts and consumables, and SUEZ WTS certified repair.

Sincerely,

Erin England  
Global Aftermarket Sales Director  
720- 622-0193
EXHIBIT B
CONTRACTOR RATE SCHEDULE

1.0 Contractor shall be compensated for actual services performed in accordance with this Agreement per the scope of services as described in Exhibit A-1.

2.0 A budgetary amount of $20,000.00 (which amount applies to Contractor’s fee) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Contractor any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Contractor shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District. The budgetary total is allocated as follows:

<table>
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<th>Amount</th>
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<tbody>
<tr>
<td>Annual routine maintenance and services</td>
<td>$14,553.00</td>
</tr>
<tr>
<td>Non-routine as-needed site visits</td>
<td>$5,447.00</td>
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