MEETING OF THE EXTERNAL AFFAIRS COMMITTEE  
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA  
4040 PARAMOUNT BLVD., LAKEWOOD, CA., 90712  
11:00 AM, MONDAY, MAY 13, 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 DECEMBER 12, 2018**  
   *Staff Recommendation:* The External Affairs Committee approve the minutes as submitted.

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

5. **AUTHORIZE A NO-COST TIME EXTENSION FOR PROFESSIONAL SERVICES CONTRACT #935 WITH GREEN MEDIA CREATIONS FOR WRD ECO GARDENING CLASSES & OUTREACH PROJECTS**  
   *Staff Recommendation:* The External Affairs Committee recommends that the Board of Directors approve the no-cost time extension as Amendment No.2 to Contract No. 935, subject to approval as to form by District Counsel, with Green Media Creations and extend the contract term through Dec 31, 2019.

6. **AUTHORIZE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT FOR OUTREACH PROGRAM WITH THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG) IN AN AMOUNT NOT TO EXCEED $65,000**  
   *Staff Recommendation:* The External Affairs Committee recommends that the Board of Directors approve a contract extension, subject to approval as to form by District Counsel, with the South Bay Cities Council of Governments (SBCCOG) for an amount not to exceed $65,000 and for an associated time extension through September 30, 2020.

7. **WEBSITE DISCUSSION**  
   *Staff Recommendation:* For discussion and possible action.
8. **DEPARTMENT REPORT**
   *Staff Recommendation:* The External Affairs Committee receive and file the report.

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

10. **ADJOURNMENT**
    *The Committee will adjourn to the next currently scheduled meeting on June 10, 2019, at 11:00 a.m.*

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In compliance with the Americans with Disabilities Act (ADA), if special assistance is needed to participate in the meeting, please contact Brandon Mims, 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](http://www.wrd.org).

**EXHAUSTION OF ADMINISTRATIVE REMEDIES** – If you challenge a District action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Deputy Secretary at, or prior to, the public hearing. Any written correspondence delivered to the District office before the District’s final action on a matter will become a part of the administrative record.
MEMORANDUM
ITEM NO. 3

DATE: MAY 13, 2019
TO: EXTERNAL AFFAIRS COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: APPROVE THE MINUTES OF DECEMBER 12, 2018

SUMMARY
A special meeting of the External Affairs Committee of the Board of Directors of the Water Replenishment District of Southern California was held on December 12, 2018 at 12:00 p.m., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Willard H. Murray, Jr. called the meeting to order and presided thereafter.

FISCAL IMPACT
None

STAFF RECOMMENDATION
The External Affairs Committee approve the minutes as submitted.
MINUTES OF DECEMBER 12, 2018
SPECIAL MEETING OF THE EXTERNAL AFFAIRS COMMITTEE
OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

A special meeting of the External Affairs Committee of the Board of Directors of the Water Replenishment District of Southern California was held on December 12, 2018 at 12:00 p.m., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Willard H. Murray, Jr. called the meeting to order and presided thereafter.

1. DETERMINATION OF A QUORUM

A quorum was present, which included:
Committee: Committee Chair Willard H. Murray, Jr, Director Sergio Calderon, Director Rob Katherman. President John D. S. Allen, Director Vera Robles-Dewitt
Staff: Scott Ota; Brandon Mims; H. Francisco Leal; Angie Mancillas; Lyndsey Bloxom; Monica Sijder; Jenn Swart; Ken Ortega
Public: Maria Kennedy - Kennedy Communications; Julie Chlopecki - Pacific Atlantic Partners; Bob Reeb - Reeb Government Relations, LLC; Rick Taylor - Dakota Communications; Awet Kidane - Kidane and Assoc.

2. PUBLIC COMMENT

Pursuant to Government Code Section 54954.3
None

3. FY 2019-20 CHAMBER DUES AND REGIONAL SPONSORSHIPS

WRD Government Affairs Representative Angie Mancillas presented this item.

<table>
<thead>
<tr>
<th>First</th>
<th>Katherman</th>
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<tbody>
<tr>
<td>Second</td>
<td>Allen</td>
</tr>
<tr>
<td>Discussion</td>
<td>None</td>
</tr>
<tr>
<td>Vote</td>
<td>Calderon, Yes; Katherman, Yes; DeWitt, Yes; Allen, Yes; Murray, Yes</td>
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<tr>
<td>Result</td>
<td>The Board of Directors will approve a budget for Chambers of Commerce Dues/Memberships in an amount that will not exceed $65,350.</td>
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Director Allen moved that WRD change regional sponsorships to two divisions and augment the budget to 110,790.
4. **LOS ANGELES BUSINESS COUNCIL (LABC) SUSTAINABILITY SUMMIT APPROVE CONFERENCE SPONSORSHIP**

Angie Mancillas presented this item. The conference would be on the 5th of April in 2019 under the 18/19 budget.

| First: | Allen |
| Second: | Katherman |
| Discussion: | None |
| Vote: | Calderon, Yes; Katherman, Yes; DeWitt, Yes; Allen, Yes; Murray, Yes |
| Result: | The Board of Directors will approve WRD’s conference sponsorship participation to the Los Angeles Business Council for an amount not to exceed $5,000. |

5. **WRD EDUCATION OUTREACH**

WRD Communication and Education Services Representative Jenn Swart provided the update on the WRD Outreach Program. Ms. Swart stated that there were over 1,000 entries for the Calendar Contest. She then stated that 24 tablets were donated and that WRD hosted the Department of Water Resources Water Education Committee. The first day consisted of presentations while the second day was spent at ARC and the spreading grounds. Discussion followed.

| First: | Murray |
| Second: | Katherman |
| Discussion: | None |
| Vote: | Calderon, Yes; Katherman, Yes; DeWitt, Yes; Allen, Yes; Murray, Yes |
| Result: | The budget will allocate two trips to Washington DC and two trips to Sacramento for each Board member and the conference budget be raised to $15,000. |

6. **LEGISLATIVE REPORT**

Awet Kidane of Kidane and Assoc. provided the dates of March 5th-6th, March 19th-20th, or April 2nd-3rd for the Sacramento visits. The Board agreed on March 5th and 6th. No action was taken.

Director Allen made a motion that WRD allocate two trips to Washington DC and two trips to Sacramento for each Board member and the conference budget be raised to $15,000.

| First: | Allen |
| Second: | Calderon |
| Discussion: | None |
| Vote: | Calderon, Yes; Katherman, Yes; DeWitt, Yes; Allen, Yes; Murray, Yes |
| Result: | The budget will allocate two trips to Washington DC and two trips to Sacramento for each Board member. |

7. **DEPARTMENT REPORT**

Angie Mancillas and Jenn Swart provided the department report. No action was taken.

General Manager Robb Whitaker arrived at the meeting at 12:56 p.m.
8. DIRECTORS REPORTS, INQUIRIES AND FOLLOW-UP OF DIRECTIONS TO STAFF
None.

9. ADJOURNMENT
There being no further business to come before the Committee, upon a motion made by Director Allen and seconded by Director Dewitt, the meeting was adjourned at 1:01 P.M.

_________________________________
Chair

ATTEST:

_________________________________
MEMBER

Approved in minutes of:

_________________________________
MEMORANDUM
ITEM NO. 4

DATE: MAY 13, 2019
TO: EXTERNAL AFFAIRS COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: LEGISLATIVE REPORT

SUMMARY
WRD’s Federal and State Legislative Consultants will update the External Affairs Committee on legislation impacting the District. They will also alert the committee about potential funding opportunities available to the district that will allow WRD to accomplish its goals.

In addition, our state consultants will update the committee on WRD sponsored legislation including AB955 (Needs Assessment Legislation) and SB519 (Underground Storage Tank Cleanup Fund Legislation)

Legislative Consultants:
Julie Chlopecki, Pacific Atlantic Partners
Bob Reeb, Reeb Government Relations, LLC
Awet Kidane, Kidane and Associates
Bob Giroux, Lang, Hansen, O’Malley & Miller

FISCAL IMPACT
None

STAFF RECOMMENDATION
For discussion and possible action.
MEMORANDUM
ITEM NO. 5

DATE: MAY 13, 2019
TO: EXTERNAL AFFAIRS COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AUTHORIZE A NO-COST TIME EXTENSION FOR PROFESSIONAL SERVICES CONTRACT #935 WITH GREEN MEDIA CREATIONS FOR WRD ECO GARDENING CLASSES & OUTREACH PROJECTS

SUMMARY
With an experienced team of horticultural professionals, Green Media Creations (GMC) has demonstrated the necessary knowledge and understanding to implement WRD’s Eco Gardener Program across a diverse selection of courses.

WRD entered into a professional services agreement with Green Media Creations on March 2, 2017 with a contract expiring on June 30, 2018 for the budgeted amount of $50,000. Subsequently, Contract Amendment No. 1 extended the contract until June 30th, 2019 and added $100,000 for work in both FY17-18 and FY18-19.

Over the course of its contract, Green Media Creations has sold the rights to its class’ content to WRD, facilitated regularly scheduled Eco Gardener classes, and have provided educational outreach activities at the WRD Groundwater Festival, K-12 Science Fairs, community events, and conferences.

The GMC contract period is coming to a close and staff recommends a no-cost time extension to the current contract until December 31st, 2019. Any remaining funds from the current contract will be added to next fiscal year’s budget and will allow for regularly scheduled workshops as well as new projects such as a mobile eco-cart for hands-on demonstrations and activities at ARC and the creation of three (3) standalone handbooks to accompany the respective homeowner classes.

FISCAL IMPACT
None

STAFF RECOMMENDATION
The External Affairs Committee recommends that the Board of Directors approve the no-cost time extension as Amendment No.2 to Contract No. 935, subject to approval as to form by District Counsel, with Green Media Creations and extend the contract term through Dec 31, 2019.
AMENDMENT NO. 2 TO CONTRACT NO. 935
 AGREEMENT FOR PROFESSIONAL SERVICES
 BETWEEN
 WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
 AND
 GREEN MEDIA CREATIONS

This Amendment No.2 to Contract No. 935, is made and entered into this 6th day of June, 2019 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and Green Media Creations, (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I.  RECITALS

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

B. WHEREAS, on March 21, 2018, the District and Consultant entered into Amendment No. 1 in order to extend the term of the Agreement, and increase the budgetary amount for the continuation of the Eco Gardening program; and

C. WHEREAS, District and Consultant now desire to enter into Amendment No.2 in order to extend the term of the Agreement, as set forth below.

II.  AMENDMENT

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

1. Term of Agreement: The term of the Agreement shall be extended to December 31, 2019 (the “Expiration Date”).

2. Remaining Portion of the Agreement: Except as otherwise expressly set forth in this Amendment No.2, all other provision of the Agreement as amended to date shall remain in full force and effect between the Parties.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be executed as of the Effective Date.
GREEN MEDIA CREATIONS, ("CONSULTANT")

Signature
Print Name
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

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

Signature
Print Name
Secretary, Board of Directors
Title

Approved As To Form
LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
EXHIBIT A

AMENDMENT NO.1 and CONTRACT NO. 935
AMENDMENT NO. 1 TO CONTRACT NO. 935
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
GREEN MEDIA CREATIONS

This Amendment No. 1 to Contract No. 935, is made and entered into this 21st day of March, 2018 ("Effective Date"), by and between the Water Replenishment District of Southern California (hereinafter "District"), and Green Media Creations, (hereinafter "Consultant"). The District and Consultant are collectively referred to herein as the "Parties".

I.
RECITALS

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

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

II.
AMENDMENT

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

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

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

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

GREEN MEDIA CREATIONS, ("CONSULTANT")

_________________________________________
Signature

_________________________________________
Print Name

_________________________________________
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

_________________________________________
Signature
John D.S. Allen

_________________________________________
Print Name
President, Board of Directors

_________________________________________
Signature
Willard H. Murray, Jr.

_________________________________________
Print Name
Secretary, Board of Directors

Approved As To Form
LEAL, TREJO APC

_________________________________________
Attorneys for the Water Replenishment District of Southern California
IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed as of the Effective Date.

GREEN MEDIA CREATIONS, ("CONSULTANT")

Signature
ARMANDO SACAS
Print Name
PRESIDENT
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

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

Signature
Willard H. Murray, Jr.
Print Name
Secretary, Board of Directors
Title

Approved As To Form
LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
EXHIBIT A

CONTRACT NO. 935
This Professional Services Agreement (the "Agreement") is made and entered into this 2nd day of March, 2017, by and between the Water Replenishment District of Southern California ("District") and Green Media Creations, ("Consultant") (collectively the "Parties" or individually as "Party") for the furnishing of certain professional services upon the following terms and conditions.

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

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

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

2.1 **Termination by District**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.1 **Required Policies.**

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

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

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

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

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

12.2 **Required Terms.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Consultant:

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

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

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

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

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

WATER REPLENISHMENT DISTRICT OF
SOUTHERN CALIFORNIA

[Signature]
Robb Whitaker.
Print Name
General Manager
Title

GREEN MEDIA CREATIONS, ("CONSULTANT")

[Signature]
Amando Salas
Print Name
Director
Title

Approved As To Form
LEGAL, TREJO LLP
Attorneys for the Water Replenishment
District of Southern California
EXHIBIT A
SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

## WATER REPLACEMENT DISTRICT OF SOUTHERN CALIFORNIA FEE SCHEDULE 2017

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

<table>
<thead>
<tr>
<th>WaterWELL Professional Series</th>
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<tbody>
<tr>
<td><strong>Language</strong></td>
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</tr>
<tr>
<td>Irrigation Basics</td>
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</tr>
<tr>
<td>Irrigation Valve Troubleshooting</td>
<td></td>
</tr>
<tr>
<td>Fertilizer Materials and Applications</td>
<td></td>
</tr>
<tr>
<td>Sustainable Landscape Design</td>
<td></td>
</tr>
<tr>
<td>A Business Approach to California Friendly Landscaping</td>
<td></td>
</tr>
<tr>
<td>Horticultural Practices (Landscape Management)</td>
<td>$1,250</td>
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<td>Horticultural Practices for CA Native Plants</td>
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<table>
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<tr>
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<tr>
<td>Kids Water Conservation</td>
<td>$800</td>
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<table>
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<tr>
<td><strong>Language</strong></td>
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</tr>
<tr>
<td>CA Model Ordinance</td>
<td>$1,250</td>
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<tr>
<td>Customer Service for Agencies</td>
<td>$1,250</td>
</tr>
<tr>
<td>Commercial, Industrial and Institutional Survey Training</td>
<td>$2,500</td>
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<tr>
<td>Large Landscape</td>
<td>$1,750</td>
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<tr>
<td>2 – Day Residential Water Survey Training (WRD supplies home for class)</td>
<td>$3,000</td>
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</table>

<table>
<thead>
<tr>
<th>UGoGreen</th>
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</thead>
<tbody>
<tr>
<td><strong>Language</strong></td>
<td>**Eng.</td>
</tr>
<tr>
<td>Edible Gardening</td>
<td>$1,000</td>
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</table>

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Water Replenishment District of Southern California  
Exhibit B  
Professional Services Contract  
364170:3

Packet Page 27 of 60
<table>
<thead>
<tr>
<th>Administration</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Manager Meetings</td>
<td>$150/hour</td>
</tr>
<tr>
<td>Curriculum Development (This depends on the class length and topic. This includes text for curriculum and handbook intro and demonstration equipment. Final cost to be agreed upon by Work Order.)</td>
<td>$10,000 - $15,000</td>
</tr>
<tr>
<td>Translation Services (This can be a flat rate for a major project such as a class or an hourly rate for a simple translation)</td>
<td>Flat Rate or $150/hour</td>
</tr>
<tr>
<td>All class rates are inclusive of administrative assistant tasks and duties</td>
<td>$</td>
</tr>
<tr>
<td>All class rates include a license to print handbooks for each class</td>
<td>$</td>
</tr>
</tbody>
</table>

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

Checklist for Additional Insured Endorsement

Contractor Name: ____________________________________________________________

Project Name: ______________________________________________________________________

Refer to the Additional Insured Endorsements forms E1-E8 following:

Endorsement(s)

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

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

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

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

Water Replenishment District of
Southern California

Exhibit C
Evidence and Required Forms of Insurance

Professional Services Contract
Rev: 07/12/17
MEMORANDUM
ITEM NO. 6

DATE: MAY 13, 2019
TO: EXTERNAL AFFAIRS COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AUTHORIZE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT FOR OUTREACH PROGRAM WITH THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG) IN AN AMOUNT NOT TO EXCEED $65,000

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

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

The additional outreach support is primarily delivered through the South Bay Environmental Services Center (SBESC) program, a program of the SBCCOG, which operates as a local clearinghouse for sustainability information and education. The partnership enables WRD to advance communications on WRD’s “2040 Plan”, the Robert W. Goldsworthy Desalter Facility in Torrance and the Regional Brackish Water Reclamation Program which focuses in the South Bay.

The current contract with the SBCCOG began on September 1, 2017 and after amendment No. 1 it will conclude on June 30, 2019.

Staff recommends the Board of Directors extend the contract through September 30, 2020 and to include an additional contract amount not to exceed $65,000.

FISCAL IMPACT
The $65,000 funds for amendment No. 2 will be budgeted as follows.
A total amount of $50,000 has been budgeted under account EAE000/5634 for the FY 2019-20 External Affairs budget.

Any remaining funds from the FY2019-20 budget and the remaining $15,000 will be budgeted for FY 2020/21.

STAFF RECOMMENDATION
The External Affairs Committee recommends the Board of Directors approve a contract extension, subject to approval as to form by District Counsel, with the South Bay Cities Council of Governments (SBCCOG) for an amount not to exceed $65,000 and for an associated time extension through September 30, 2020.
AMENDMENT NO. 2 TO CONTRACT NO. 939
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

This Amendment No.2 to Contract No. 939, is made and entered into this 6th day of June, 2019 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and South Bay Cities Council of Governments, (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I. RECITALS

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

B. WHEREAS, on March 21, 2018, District and Consultant entered into Amendment No.1 in order to extend the term of the Agreement, increase the budgetary amount, and revise the scope of work; and

C. WHEREAS, the District and Consultant now desire to enter into Amendment No. 2 in order to extend the term of the Agreement and increase the budgetary amount for the continuation of services, as set forth below.

II. AMENDMENT

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

1. Term of Agreement: The term of the Agreement shall be extended to September 30, 2020 (the “Expiration Date”).

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

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

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

________________________________________
Signature

________________________________________
Print Name

________________________________________
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

________________________________________
Signature

John D.S. Allen

________________________________________
Print Name

President, Board of Directors

________________________________________
Title

________________________________________
Signature

________________________________________
Print Name

Secretary, Board of Directors

________________________________________
Title

Approved As To Form
LEAL, TREJO APC

______________________________
Attorneys for the Water Replenishment District of Southern California
EXHIBIT A

AMENDMENT NO.1 and CONTRACT NO. 939
AMENDMENT NO. 1 TO CONTRACT NO. 939
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

This Amendment No.1 to Contract No. 939, is made and entered into this 21st day of March, 2018 ("Effective Date"), by and between the Water Replenishment District of Southern California (hereinafter "District"), and SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, (hereinafter "Consultant"). The District and Consultant are collectively referred to herein as the "Parties".

I.
RECATALS

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

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

II.
AMENDMENT

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

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

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

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

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

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

Signature
Kurt Weideman
Print Name
SBCCOB Chairman
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

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

Signature
Willard H. Murray, Jr.
Print Name
Secretary, Board of Directors
Title

Approved As To Form
LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed as of the Effective Date.

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

Signature
Print Name
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

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

Signature
Willard H. Murray, Jr.
Print Name
Secretary, Board of Directors
Title

Approved As To Form
LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
EXHIBIT A

CONTRACT NO. 939
This Professional Services Agreement (the "Agreement") is made and entered into this 24th day of August, 2017, by and between the Water Replenishment District of Southern California ("District") and South Bay Cities Council of Governments, ("Consultant") (collectively the "Parties" or individually as "Party") for the furnishing of certain professional services upon the following terms and conditions.

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

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

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

2.1 **Termination by District or Consultant**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.1 **Required Policies.**

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

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

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

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

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

12.2 **Required Terms.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to the District:

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

If to Consultant:

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

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

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

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

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

**WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA**

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_Signature_
Robb Whittaker  
_Print Name_
General Manager  
_Title_

---

_Signature_  
Print Name  
_Title_

_SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, ("CONSULTANT")_

---

_Signature_  
Print Name  
_Title_

Approved As To Form  
LEAL, TREJO LLP

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Attorneys for the Water Replenishment District of Southern California

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Water Replenishment District of Southern California  
South Bay Cities Council of Governments Prof Services Contract
22. **Effective Date.** This Agreement is effective as of the date first set forth above.

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

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

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

[Signature]

Robb Whittaker

*Print Name*

General Manager

*Title*

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

[Signature]

*Print Name*

*Title*

Approved As To Form
LEAL, TREJO LLP

[Signature]

Attorneys for the Water Replenishment District of Southern California

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Water Replenishment District of Southern California

9

South Bay Cities Council of Governments
Prof Services Contract
EXHIBIT A
SCOPE OF WORK
South Bay Cities Council of Governments

Water Programs Educational Outreach Support Proposal Between

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

SCOPE OF WORK

(September 1, 2017-March 31, 2018)

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

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

Section I. Program Overview

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

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

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

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

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

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

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

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

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

Checklist for Additional Insured Endorsement

Contractor Name

Project Name

Refer to the Additional Insured Endorsements forms E1-6 following:

Endorsement(s)

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

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

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

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

Water Replenishment District of Southern California
Exhibit C
Rev: 08/23/17
South Bay Cities Council of Governments
Evidence and Required Forms of Insurance
Professional Services Contract

Packet Page 54 of 60
EXHIBIT C
EVIDENCE AND REQUIRED FORMS OF INSURANCE

Checklist for Additional Insured Endorsement

Contractor Name: ____________________________
Project Name: ____________________________

Refer to the Additional Insured Endorsements forms [E1-E] following:

**Endorsement(s)**

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

- Auto liability (Optional [E7]) AI - most standard forms have automatic AI but some carriers provide endorsement
- Waiver of Subrogation (Workers Compensation and Property (Course of Construction, if required in contract) [E8]
- Optional - For extra confidence in verifying coverage require Declaration Page and Endorsement Schedule pages - compare the endorsement numbers. Look out for Amendment of contractual liability and or prior works exclusions - refer to Legal Counsel.

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Water Replenishment District of Southern California

Exhibit C

South Bay Cities Council of Governments

Evidence and Required Forms of Insurance

Professional Services Contract

Rev: 08/23/17

364170.3
EXHIBIT B

SCOPE OF WORK
PROFESSIONAL SERVICES AGREEMENT
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

South Bay Cities Council of Governments

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

SCOPE OF WORK

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

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

Section I. Program Overview

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

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

Section II. Program Elements
The SBESC will assist with marketing and promotion of existing and developing WRD’s water programs. This partnership allows for a wide range of water program strategies to be presented to all sectors of the community at educational and outreach events in which SBESC participates.

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

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

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

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

Section IV. Reporting and Documentation

A. The SBCCOG will provide quarterly reports including a list of events and activities
DATE: MAY 13, 2019
TO: EXTERNAL AFFAIRS COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: WEBSITE DISCUSSION

SUMMARY
The WRD website is a resource for staff, our stakeholders and the general public. The website features information on regularly scheduled and special meetings as well as WRD’s history, mission, and projects and programs. It acts as a document repository for several document types including agendas packets, reports, technical bulletins, press releases, education curricular resources and Watermaster administrative body forms.

A full redesign of the website was unrolled in 2017, and since then both Public Affairs and Internal Services staff have worked to make further improvements and updates.

With the transition of the naming of WRD projects (eg: GRIP to ARC), and other new projects on the horizon such as WIN 4 ALL, it’s important that necessary updates become integrated and are easily searchable.

The External Affairs Committee will discuss possible improvements to the website that will facilitate navigation and improve the district’s visibility.

FISCAL IMPACT
None

STAFF RECOMMENDATION
For discussion and possible action