

**COMMISSIONERS**

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OFFICERS

PETER THOMPSON II, *General Manager*

TOM BARNES, *Resources Manager*

DENNIS HOFFMEYER, *Controller*

DANIELLE HENRY, *Management Analyst*

February 28, 2022

***Agenda for the Special Meeting of the Commissioners
of the Antelope Valley State Water Contractors Association
to be held via video conference: <https://bit.ly/3IZ5qoK> or
teleconference: (669) 900-6833 Meeting ID: 839 3795 7835#***

FOR THE PUBLIC: VIA TELECONFERENCE ONLY

Dial-In Number: (669) 900-6833 Meeting ID: 839 3795 7835#

Thursday, March 3, 2022

6:00 p.m.

NOTE: To comply with the Americans with Disabilities Act, to participate in any Association meeting please contact Danielle Henry at 661-947-4111 x1059 at least 48 hours prior to an Association meeting to inform us of your needs and to determine if accommodation is feasible.

Agenda item materials, as well as materials related to agenda items submitted after distribution of the agenda packets, are available for public review at the Palmdale Water District's office located at 2029 E. Ave. Q, Palmdale. Please call Danielle Henry at 661-947-4111 x1059 for public review of materials.

PUBLIC COMMENT GUIDELINES: The prescribed time limit per speaker is three-minutes. Please refrain from public displays or outbursts such as unsolicited applause, comments, or cheering. Any disruptive activities that substantially interfere with the ability of the Association to carry out its meeting will not be permitted and offenders will be requested to leave the meeting.

Each item on the agenda shall be deemed to include any appropriate motion, resolution, or ordinance to take action on any item.

- 1) Pledge of Allegiance.
- 2) Roll call.
- 3) Adoption of agenda.
- 4) Public comments for items not on the agenda.

- 5) Consideration and possible action on approval of Professional Services Agreement with Woodard and Curran for the Preparation of Proposition 1 Round 2 Implementation and Multi-Benefit Drought Relief Grant Program Disadvantaged Community Involvement Program Set Aside Grant Applications. (General Manager Thompson II)
- 6) Commission members' requests for future agenda items.
- 7) Consideration and possible action on scheduling the next Association meeting April 14, 2022.
- 8) Adjournment.

ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION

COMMISSION MEMORANDUM

DATE: February 28, 2022 March 3, 2022
TO: AVSWCA Commissioners Commission Meeting
FROM: Peter Thompson II, General Manager
RE: *AGENDA ITEM NO. 5 – CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF PROPOSITION 1 ROUND 2 IMPLEMENTATION AND MULTI-BENEFIT GRANT PROGRAM DISADVANTAGED COMMUNITY INVOLVEMENT PROGRAM SET ASIDE GRANT APPLICATIONS. (GENERAL MANAGER THOMPSON II)*

Recommendation:

Staff recommends that the Commissioners of the AVSWCA (Association) approve the Professional Services Agreement (PSA) for Preparation of Proposition 1 Round 2 Implementation (Prop1 R2) and Multi-Benefit Drought Relief Grant Program Disadvantaged Community Involvement Program Set Aside (DACI) Grant Applications.

Background:

Woodard and Curran continues to work with the Antelope Valley Regional Water Management Group (AVRWMG) on grant administration support for five projects that were accepted during Proposition 1 Round 1. This current work is being performed under an amendment to the PSA approved by the Association on December 10, 2020. During their work supporting grantees of Prop 1 Round 1, Woodard and Curran identified two opportunities for the AVRWMG participants to apply for additional grant funding in 2022. Association staff requested a scope of work from Woodard and Curran to support grant applications for these two programs and then presented that scope to the AVRWMG. The AVRWMG gave consent to begin working on an agreement with Woodard and Curran based upon the presented scope. Staff worked with Woodard and Curran and the Association’s legal counsel to develop the proposed PSA. This PSA will cover grant application support for two projects for the Prop1 R2 and three projects for the DACI Program. The total not-to-exceed cost for this support is \$73,468.00. These costs will be invoiced from Woodard and Curran to the Association as work is accomplished, and the Association will invoice the Project proponents for their share of grant support costs. The Association will have the responsibility of administering the PSA on behalf of the AVRWMG but would not have any direct costs associated with the PSA, unless the Association itself submitted a grant application under the supported programs.

Supporting Documents:

- Professional Services Agreement
- Woodard and Curran Proposal

ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION

PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 3rd day of March 2022, by and between the **Antelope Valley State Water Contractors Association**, (“**Association**”) and **Woodard & Curran, Inc.** an entity with a place of business at 888 South Figueroa, Suite 1700 Los Angeles, CA 90017 (“**Consultant**”). Association and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

2. RECITALS.

2.1 Association. A joint power authority created in 1999, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Association on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Engineering and Integrated Regional Water Management Planning** to public clients, is licensed in the State of California, and is familiar with the plans of the Association.

2.3 Project. Association desires to engage Consultant to render such services for the **Preparation of Proposition 1 Round 2 Implementation and Multi-Benefit Drought Relief Grant Program Disadvantaged Community Involvement Program Set Aside Grant Applications** (“**Project**”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the Association all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional engineering consulting services necessary for the Project (“**Services**”) in accordance with the standard of care for the industry. The Services are more particularly described in Attachment “**A**” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **March 3, 2022** to **December 31, 2023**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The Association retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the Association and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Association shall respond to Consultant's submittals in a timely manner. Upon request of the Association, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of the Association.

3.2.4 Substitution of Key Personnel. Consultant has represented to the Association that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of the Association. In the event that the Association and Consultant cannot agree as to the substitution of key personnel, the Association shall be entitled to terminate this Agreement. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the Association, or who are determined by the Association to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the Association. The key personnel for performance of this Agreement are as follows: **Brian Dietrick**.

3.2.5 Association's Representative. Association hereby designates **Peter Thompson**, or his or her designee, to act as its representative for the performance of this Agreement ("Association's Representative"). Association Representative shall have the power to act on behalf of the Association for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the Association Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Brian Dietrick** or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with the Association's staff in the performance of Services and shall be available to the Association's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the Association, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the Association to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Association, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Association, Consultant shall be solely responsible for all costs arising

therefrom. Consultant shall defend, indemnify and hold the Association, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the Association that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Association that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the Association to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) The Association, its officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Association, its officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Association, its officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) The Association, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Association, its officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Association, its officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Association, its officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Association; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Association, its officials, officers, employees, agents and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions, except for Workers' Compensation and Professional Liability. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Association, its officials, officers, employees, agents and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Association. Consultant

shall guarantee that, at the option of the Association, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Association, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Association.

3.2.10.8 Verification of Coverage. Consultant shall furnish the Association with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Association. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Association before work commences. The Association reserves the right to require complete, certified copies subject to necessary redactions of all required insurance policies, at any time during performance under this agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Attachment "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed [**Seventy-three thousand four hundred sixty-eight dollars**] (**\$73,468**) without written approval of the Association's General Manager. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to the Association a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing

periods, as appropriate, through the date of the statement. The Association shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the Association.

3.3.4 Extra Work. At any time during the term of this Agreement, the Association may order that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by the Association to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant be compensated for Extra Work.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. **Since** the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and **since** the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the Association, its elected officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Effective April 1, 2015, if the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the Association during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The Association may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the Association, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein and the Association has compensated Consultant as required in 3.5.1.1, the Association may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the Association may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Antelope Valley State Water
Contractors Association**
2029 East Avenue Q
Palmdale, CA 93550
Attn: Peter Thompson

Consultant
Woodard & Curran
888 South Figueroa, Suite 1700 Los
Angeles, CA 90017
Attn: Brian Dietrick

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for the Association to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property

embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, including, without limitation, any Computer Aided Design and Drafting (“CADD”) data, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that the Association is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Association. The Association shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the Association’s sole risk. Any CADD data delivered to the Association shall not include the professional stamp or signature of an engineer, architect, or any other licensed professional, but shall be followed with a hard copy with such stamp or signature.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant and marked in writing by the Association as "Confidential", or similar legend, in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the Association, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the Association’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the Association.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney’s Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney’s fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold the Association, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner to the extent arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Consultant, its

officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Consultant's Services, including a reimbursement of reasonable attorneys fees and other related legal costs and expenses. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Association, its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the Association, its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Association, its directors, officials officers, employees, agents, or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 The Association's Right to Employ Other Consultants. The Association reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.12 Assignment or Transfer. Neither party shall assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the Association include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor, has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Association shall have the right to rescind this Agreement without liability.

For the term of this Agreement, no member, officer or employee of the Association, during the term of his or her service with the Association, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the Association. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7 The total aggregate liability of the Consultant to Agency for any and all claims whatsoever arising out of the Agreement shall not exceed the total amount of grant money sought by Consultant on behalf of Agency pursuant to this Agreement, now estimated to be the amount of \$2.5 million, provided that the limitation shall not apply to claims exceeding that limit if covered by insurance, subject to the minimum limits of insurance required to be provided by Consultant to Agency hereunder.

ANTELOPE VALLEY STATE WATER
CONTRACTORS ASSOCIATION

WOODARD & CURRAN

By: _____
PETER THOMPSON
GENERAL MANAGER

By: _____
BRIAN DIETRICK
SENIOR PROJECT MANAGER

January 10, 2022



Peter Thompson
Antelope Valley State Water Contractors Association
c/o Palmdale Water District
2029 East Avenue Q
Palmdale, CA 93550

Subject: Proposal for Preparation of Grant Applications for the Proposition 1 Round 2 IRWM Implementation Grant Program and the Urban and Multibenefit Drought Relief DACI Program Set Aside

Dear Mr. Thompson:

Woodard & Curran is pleased to present this letter proposal to assist the Antelope Valley State Water Contractors Association (AVSWCA) in preparation of 1) a grant application for the Proposition (Prop.) 1 Round 2 Integrated Regional Water Management (IRWM) Implementation Grant Program under the CA Department of Water Resources' (DWR's) IRWM Program, and 2) a grant application for the Disadvantaged Community Involvement (DACI) Program Set Aside under DWR's 2021 Urban and Multibenefit Drought Relief Grant Program.

BACKGROUND

The Antelope Valley IRWM Region has approximately \$1 million available in grant funds under the Prop. 1 Round 2 implementation funding to support projects and programs that assist water infrastructure systems adapt to climate change, promote collaborative water resource management, and improve regional water self-reliance. The Lahontan Funding Area that the Antelope Valley IRWM Region is a part of also has \$5 million available in funds under the Urban and Multibenefit Drought Relief DACI Program Set Aside. The distribution of funds within the Funding Area is still being determined, but we expect at least \$1 million being made available to the Antelope Valley IRWM Region.

PROJECT TEAM

The project team that will be responsible for the preparation of the Prop. 1 Round 2 Implementation Grant and the DACI Program Set Aside grant applications includes me as Principal in Charge and members of our support staff who are familiar with IRWM planning and grant administration. Our team brings history and experience with the Antelope Valley IRWM Region with our previous work on the Antelope Valley 2013 and 2020 IRWM Plan Update, Antelope Valley Prop. 1E Grant application, Prop. 84 IRWM Round 2 and Round 3 Grant applications, and the Prop. 1 Round 1 Grant application.

The scope of work, fee estimate, and schedule are provided as Attachment A. These documents reflect our most recent understanding of the tasks to be completed and our anticipated level of effort to assist AVSWCA in achieving its objectives. Please do not hesitate to contact me at 213-223-9469 or bdietrick@woodardcurran.com with any questions you may have. We look forward to continuing to work with you to implement these exciting projects.

Sincerely,

A handwritten signature in black ink that reads "Brian A. Dietrick".

Brian Dietrick, P.E.
Senior Project Manager



Attachment A: Scope of Work and Budget

This scope of work describes the work items to be performed by Woodard & Curran in assisting with the preparation of grant applications for the Prop. 1 Round 2 IRWM Implementation Grant Program and the Urban and Multibenefit Drought Relief DACI Program Set Aside. This is an amendment to the existing contract, which already has Tasks 1 through 5. Specifically, this scope amends Task 5 and adds Task 6 and Task 7.

Task 5 – Coordination and Project Management

Subtask 5.2 – Project Management

This task includes project administration and communication between Woodard & Curran and AVSWCA for the duration of the task order. In addition to budget tracking, invoicing, and progress reporting, Woodard & Curran will coordinate with AVSWCA directly on the grant application progress.

Deliverables

- Monthly progress reports and invoices

Task 6 – IRWM Prop. 1 Round 2 Grant Application

Subtask 6.1 – Coordination Support

Woodard & Curran will support AVSWCA in coordinating with the Antelope Valley RWMG and stakeholders to select projects for inclusion in the Prop. 1 Round 2 application grant. Woodard & Curran will also conduct coordination calls with potential project sponsors to prepare grant application materials. Woodard & Curran will facilitate communication with DWR and address potential comments from DWR as needed.

Deliverables

- Agendas and minutes for up to three (3) meetings and calls

Assumptions

- Meetings are expected to be less than two (2) hours in length
- Meetings will be virtual

Subtask 6.2 – Call for Projects and Project Selection

Woodard & Curran will conduct a project solicitation process and prioritization process for the Antelope Valley IRWM Region. This will aid with the selection of up to two (2) projects to be included in the Prop. 1 Round 2 Grant application. The call for projects and prioritization process entails:

- Compiling project proposal solicitations and associated grant applications in an Excel database
- Assessing projects using the project prioritization criteria provided in the Prop. 1 Round 2 Grant Proposal Solicitation Package (PSP)
- Recommending up to two (2) projects to be included in the Prop. 1 Round 2 Grant application

Deliverables

- Database of submitted project proposals
- Draft and final project lists

Assumptions



- Up to two (2) projects will be selected for inclusion in the IRWM Prop. 1 Round 2 Grant application

Subtask 6.3 – Preparation of Grant Application and Submittal

Woodard & Curran will assist the Antelope Valley IRWM Region in preparation of Prop 1. Round 2 Implementation Grant applications. The budget for this Task currently assumes that up to two projects for this existing application round will be submitted.

Deliverables

- Draft electronic IRWM Prop. 1 Round 2 Grant application materials for up to two (2) projects
- Final electronic IRWM Prop. 1 Round 2 Grant application materials for up to two (2) projects
- Proof of grant application submittal to DWR's GRanTS (Grants Review and Tracking System)

Assumptions

- Final Prop. 1 Round 2 Implementation Grant PSP release is scheduled for early 2022

Task 7 – DACI Program Set Aside Grant Application

Subtask 7.1 – Coordination Support

Woodard & Curran will support AVSWCA in coordinating with the Antelope Valley RWMG and stakeholders to select projects for inclusion in the DACI Program Set Aside Grant Application. Woodard & Curran will also conduct coordination calls with potential project sponsors to prepare grant application materials. Woodard & Curran will facilitate communication with DWR and address potential comments from DWR as needed.

Deliverables

- Agendas and minutes for up to three (3) meetings and calls

Assumptions

- Meetings are expected to be less than two (2) hours in length
- Meetings will be virtual

Subtask 7.2 – Call for Projects and Project Selection

Woodard & Curran will conduct a project solicitation process and prioritization process for the Antelope Valley IRWM Region. This will aid with the selection of up to three (3) projects to be included in the DACI Program Set Aside grant application. The call for projects and prioritization process entails:

- Compiling project proposal solicitations and associated grant applications in an Excel database
- Assessing projects using the project prioritization criteria provided in the 2021 Urban and Multibenefit Drought Relief Grant Program PSP
- Recommending up to three (3) projects to be included in the DACI Program Set Aside grant application

Deliverables

- Database of submitted project proposals
- Draft and final project lists

Assumptions



- Up to three (3) projects will be selected for inclusion in the DACI Program Set Aside grant application

Subtask 7.3 – Preparation of Grant Application and Submittal

Woodard & Curran will assist AVSWCA in preparation and submittal of the DACI Program Set Aside grant application. The budget for this Task currently assumes that up to three (3) projects for this existing application round will be submitted.

Deliverables

- Draft electronic DACI Program Set Aside grant application materials for up to three (3) projects
- Final electronic DACI Program Set Aside grant application materials for up to three (3) projects
- Proof of grant application submittal to DWR via email

Assumptions

- Amended DACI Set Aside PSP is anticipated in early 2022

Schedule

The Project will begin the Project immediately upon receipt of notice-to-proceed. All tasks are anticipated to be completed by the IRWM Prop. 1 Round 2 and the DACI Set Aside grant application deadlines (deadlines are yet to be determined by DWR). The Schedule assumes that the final PSPs for both grant programs will be released early 2022.

Budget

Woodard & Curran proposes to complete this Task Order for an amount not-to-exceed fee of \$73,468. The cost for Woodard & Curran's work will be on a time-and-materials basis. As previously noted, it is possible that the application requirements may change with DWR's release of the final PSPs, both of which are presently scheduled for early 2022. If there are significant changes, Woodard & Curran will coordinate with AVSWCA to determine if an amendment to the budget is necessary. The table below includes our proposed fee estimate.



Tasks	Labor				Total Hours	Total Fee
	Brian Dietrick	Josh Uecker	Vanessa De Anda	Jennifer Hodgens		
	Principal	Project Manager	Water Res Planner	Admin		
	\$311	\$277	\$234	\$142		
Task 5 – Coordination and Project Management						
Coordination and Project Management	2	4	8	4	18	\$4,172
Subtotal Task 1:	2	4	8	4	18	\$4,172
Task 6 – IRWM Prop. 1 Round 2 Grant Application						
6.1 – Coordination Support	2	6	6	0	14	\$3,689
6.2 – Call for Projects and Project Selection	2	6	6	0	14	\$3,689
6.3 – Preparation of Grant Application and Submittal	22	44	54	0	120	\$31,676
<i>Project 1</i>	12	24	30	0	66	\$17,406
<i>Project 2</i>	10	20	24	0	54	\$14,271
Subtotal Task 2:	26	56	66	0	148	\$39,054
Task 7 – DACI Program Set Aside Grant Application						
7.1 – Coordination Support	2	6	6	0	14	\$3,689
7.2 – Call for Projects and Project Selection	2	6	6	0	14	\$3,689
7.3 – Preparation of Grant Application and Submittal	16	24	48	0	88	\$22,865
<i>Project 1</i>	8	12	24	0	44	\$11,432
<i>Project 2</i>	4	6	12	0	22	\$5,716
<i>Project 3</i>	4	6	12	0	22	\$5,716
Subtotal Task 3:	20	36	60	0	116	\$30,242
TOTAL with Optional Tasks	86	164	236	4	282	\$73,468