



NETWORK COORDINATOR FOR THE CALIFORNIA IRWM ROUNDTABLE OF REGIONS

REQUEST FOR PROPOSAL

For

CONSULTING SERVICES

December 2018

1. INTRODUCTION

The Santa Ana Watershed Project Authority (SAWPA) requests proposals from qualified professionals to serve a one-year renewable term as Network Coordinator to facilitate the ongoing work of the California Integrated Regional Water Management (IRWM) Roundtable of Regions. Roundtable of Regions is an informal but well-established collaborative of representatives from organizations and agencies engaged in the current, ongoing and future success of the Integrated Regional Water Management Program in California. This role will be as consultant to SAWPA, but the position will be collaboratively funded by and in service to the participants in the Roundtable of Regions. Decisions about work carried out by the consultant will be made by the Roundtable of Regions participants through a management team of two Roundtable members and a SAWPA staff representative, within the boundaries of the consultant contract with SAWPA. SAWPA has significant experience serving as the contracting authority for this "task force" model of collaborative effort.

2. PURPOSE

The Roundtable of Regions has existed since 2006 informally and effectively coordinated by two agency representatives within the network. The Roundtable exists to build and leverage trusted relationships among organizations engaged in the IRWM Program to extend our limited resources and amplify on-the-ground results. As a network, the Roundtable is many different organizations working in concert as equal partners pursuing over time the common goal of more successful implementation of the IRWM Program in California.

The complexity of the work underway within the Roundtable now encourages the need for a dedicated professional who can coordinate the activity of the network. The work of the Roundtable will remain primarily the responsibility of the membership, and the network coordinator will assume the responsibility for coordinating internal and external communication, internal planning, and events convened or co-convened by the Roundtable.

The work of the Roundtable can be summarized into two primary efforts, 1) promoting the philosophy of integrated regional water management, and 2) equipping those engaged in the work with the tools and partnerships necessary for success.

3. TERM OF AGREEMENT

The Agreement period will be for a one-year term that can be renewed for additional one-year terms.

4. SCOPE OF WORK

The Network Coordinator will be responsible for facilitating the ongoing work of the Roundtable. A team from among the participants in the Roundtable of Regions will oversee the activity of the Network Coordinator. SAWPA staff will be responsible for administration of the contract between SAWPA and the consultant selected as the Network Coordinator. The selected professional will have coordination responsibilities within six topic areas. Below

is a brief explanation of each, with more information available in attachment B. It is expected that this role is approximately 1,000 hours per year of work.

<u>Area 1</u> is maintaining an up-to-date membership and contact list that can be referenced by members and used as a distribution list for Roundtable communications. This also includes creating and maintaining an on-line communication portal (for example SharePoint) to facilitate sharing files and information, and communication among Roundtable members.

<u>Area 2</u> is supporting regular conference calls between Roundtable members by scheduling, announcing, and facilitating the calls, as well as ensuring notes are taken and distributed. This includes extending and tracking invitations to non-Roundtable participants specific to particular agenda items, including but not limited to Department of Water Resources staff.

<u>Area 3</u> is coordinating shared engagement by the Roundtable with issues as-needed, including but not limited to the drafting of comment letters and white papers, staying aware of changes and timelines in DWR policy and programs, and with other associated organizations.

<u>Area 4</u> is coordinating the promotion of the successes of IRWM Program, including through the development of content for the web.

<u>Area 5</u> is leading the development of at least one "summit" for the Roundtable each year through the convening of a planning committee, making invitations to selected participants, and interacting with event coordination staff that may be drawn from the Roundtable, from a partner organization, or a consultant hired for the event. This can also include coordinating the participation of the Roundtable at other industry associations and participation in their events/conferences.

<u>Area 6</u> is leading the development of an annual survey of the Roundtable of Region participants based on past Roundtable surveys to support the strategic direction of the Roundtable and communication of the network's accomplishments.

5. PROJECT PROPOSAL

The proposal submitted to SAWPA shall include the following as a minimum:

- Experience & Qualifications The Proposer shall provide descriptions of similar network coordination work that has been successfully completed. It is expected but not required to have a single person responsible for the network coordinator role, rather than a rotating team. A firm is welcome to explain how it would take on the role with multiple people and what benefit this approach would provide the Roundtable.
- Scope of Work The Proposer shall provide a detailed description of how they will
 provide network coordination for the topic areas described above and in the
 attachment.
- Project Schedule The Proposer shall provide a sense for how the one-year term will reflect the topic areas, with proposed timelines for events and meetings.

 Compensation Budget – The Proposer shall provide a budget detailing costs associated with the work including material, travel and technological costs. Please include the percent increase in cost required to support follow-on years if the term were renewed.

6. PROPOSAL REQUIREMENTS

Responses to this RFP must be made according to the requirements set forth in this section. Failure to adhere to these requirements or the inclusion of conditions, limitations, or misrepresentations may be cause for rejection of the proposal. Any correction and resubmission by the proposer will not extend the time for evaluation of the proposal. Responses to this RFP shall be prepared as concisely as possible. The proposal should be formatted for legibility by the reviewers, and **no more than fifteen (15) pages long**, not including resume(s). Submittal of boilerplate marketing materials is discouraged.

All proposals must include the following information:

- Cover letter, including name, telephone number, fax number and address of the proposer.
- Background information about the proposer, including technical qualifications, and relevant licenses or certifications.
- Description of the proposer's business; i.e., individual, partnership, joint venture, etc.
- The names and qualifications of staff who will participate in the project.
- Project Schedule and Approach
- Description of the proposer's experience. A list of similar services and project descriptions undertaken by the proposer with beginning and ending dates, name, address, phone number, fax number, and e-mail address of a contact person for each reference.
- Fee proposal shall include breakdown of labor hours, billing rates, and expense reimbursement schedule that includes cost of non-labor services. Fee proposal shall be broken down by major tasks. All columns and rows shall have totals.
- Miscellaneous/Exceptions. Respondents shall thoroughly review the contents of this RFP
 and shall submit all supplemental information, required in this section of miscellaneous
 information. A draft contract agreement is attached to this RFP (Attachment A) that the
 consultant/firm will be required to sign; the respondent must identify any exceptions to
 that draft agreement as an element of the proposal submitted for review and
 consideration.

7. SUBMITTALS

Submit **only an electronic copy** of the proposal and related information as a single .pdf file to Mike Antos, Senior Watershed Manager (<u>mantos@sawpa.org</u>). Proposals must be received by 1:00 p.m. January 29, 2019. Proposals received after the stated time will be deleted and not considered.

A panel composed of SAWPA staff and Roundtable of Regions participants will review proposals. If interviews are needed, proposers will be contacted to schedule a telephone

meeting for February 4, 2019. If additional information is needed, email Mike Antos at mantos@sawpa.org. Questions must be asked by January 10,2019. All questions and answers will be posted at http://www.sawpa.org/request-for-proposals/.

8. PROPOSED SCHEDULE

December 19, 2018

January 10, 2019

Questions about RFP due to SAWPA

January 29, 2019 (by 1:00 pm)

February 11, 2019

Conference call Interviews with proposers if needed

February 19, 2019

SAWPA Commission approval of Consultant Contract

February 25, 2019

If approved, begin Work

9. EVALUATION CRITERIA

Evaluation of qualifications will be conducted on the following:

- Responsiveness to the RFP
- Experience and qualifications of the assigned individuals/firm
- Coordination Approach and understanding of needs
- Appropriateness of proposed costs
- Anticipated value and quality of services received

SAWPA reserves the sole right to evaluate and select the successful proposal(s) and may choose to award a contract to one or more qualified consultants. The selection process is anticipated to include an evaluation of the proposal and an interview.

10.GENERAL REQUIREMENTS

- 1. All proposers are hereby advised that this RFP is an informal solicitation and is not a commitment or offer to enter into an agreement or engage into any competitive bidding or negotiation pursuant to any statute, ordinance, rule, or regulation. SAWPA reserves the right to negotiate with any qualified source. SAWPA reserves the right to reject any or all proposals for any reason or for no reason at all.
- 2. SAWPA reserves the right to request further information from the proposer either in writing or orally. Such request will be addressed to that person or persons authorized by the proposer to represent the proposer.
- 3. SAWPA reserves the sole right to judge the proposers' representations, either written or oral.
- 4. Proposers understand and agree that submission of a proposal constitutes acknowledgement and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in this RFP.
- 5. False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for the rejection of the proposal. The valuation and determination of the fulfillment of the above requirement will be SAWPA's responsibility and its decision shall be final.

- 6. SAWPA reserves the right to interpret or change any provisions of this RFP at any time prior to the proposal submission date. Such interpretations or changes will be in the form of addenda to this RFP. Such addenda will become part of this RFP and may become part of any resultant contract. Such addenda will be made available to each person or organization that has received an RFP. Should such addenda require additional information not previously requested, a proposer's failure to address the requirements of such addenda might result in the proposal not being considered.
- 7. All proposals submitted in response to this RFP will become the exclusive property of SAWPA. At such time as SAWPA's recommendation to the SAWPA Board relative to proposal selection appears on the Board Agenda, all such proposals become a matter of public record, and shall be regarded as public records, with the exception of those parts of each proposal which are defined by the proposer as business or trade secrets, and so marked, as "confidential" or "proprietary." SAWPA shall not in any way be liable or responsible for the disclosure of any such proposals or any part thereof if disclosure of any such proposals or any part thereof if disclosure is required under the Public Records Act.
- 8. SAWPA shall not in any way be liable for any costs incurred in connection with the preparation of any proposal submitted in response to this RFP.

SAWPA

ATTACHMENT A

SANTA ANA WATERSHED PROJECT AUTHORITY AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT

This Agreement is made this	_ day of	, 2018 by and	d between the	Santa Ana	Watershed	Project
Authority ("SAWPA") located at 1	1615 Sterling	Ave., Riverside,	CA, 92503 and		("Conรเ	ıltant")
whose address is		•				

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties to this Agreement:

- SAWPA desires to engage the professional services of Consultant to perform such professional consulting services as may be assigned, from time to time, by SAWPA in writing;
- Consultant agrees to provide such services pursuant to, and in accordance with, the terms and conditions
 of this Agreement and has represented and warrants to SAWPA that Consultant possesses the necessary
 skills, qualifications, personnel, and equipment to provide such services; and
- The services to be performed by Consultant shall be specifically described in one or more written Task Orders issued by SAWPA to Consultant pursuant to this Agreement.

AGREEMENT

Now, therefore, in consideration of the foregoing Recitals and mutual covenants contained herein, SAWPA and Consultant agree to the following:

ARTICLE I

TERM OF AGREEMENT

1.01 This agreement shall become effective on the date first above written and shall continue until **December 31, 20** unless extended or sooner terminated as provided for herein.

ARTICLE II

SERVICES TO BE PERFORMED

- **2.01** Consultant agrees to provide such professional consulting services as may be assigned, from time to time, in writing by the Commission and the General Manager of SAWPA. Each assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by Consultant, the amount of compensation to be paid, and the expected time of completion.
- **2.02** Consultant may at Consultant's sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, and consultants as Consultant deems necessary to perform each assignment; provided that Consultant shall not subcontract any work to be performed without the prior written consent of SAWPA.

ARTICLE III

COMPENSATION

- **3.01** In consideration for the services to be performed by Consultant, SAWPA agrees to pay Consultant as provided for in each Task Order.
- **3.02** Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates customarily charged by Consultant to its clients.
- **3.03** Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by the Commission and General Manager of SAWPA, in writing.

3.04 Unless otherwise provided for in any Task Order issued pursuant to this Agreement, payment of compensation earned shall be made in monthly installments after receipt from Consultant of a timely, detailed, corrected, written invoice by SAWPA's Project Manager, describing, without limitation, the services performed, when such services were performed, the time spent performing such services, the hourly rate charged therefore, and the identity of individuals performing such services for the benefit of SAWPA. Such invoices shall also include a detailed itemization of expenses incurred. Upon approval by an authorized SAWPA employee, SAWPA will pay within 30 days after receipt of a valid invoice from Consultant.

ARTICLE IV

CONSULTANT OBLIGATIONS

- **4.01** Consultant agrees to perform all assigned services in accordance with the terms and conditions of this Agreement including those specified in each Task Order. In performing the services required by this Agreement and any related Task Order Consultant shall comply with all local, state and federal laws, rules and regulations. Consultant shall also obtain and pay for any permits required for the services it performs under this Agreement and any related Task Order.
- **4.02** Except as otherwise provided for in each Task Order, Consultant will supply all personnel and equipment required to perform the assigned services.
- **4.03** Consultant shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by SAWPA. Consultant hereby covenants and agrees to:
 - 4.03a Obtain a Commercial General Liability and an Automobile Liability insurance policy, including contractual coverage, with limits for bodily injury and property damage in an amount of not less than \$2,000,000.00 per occurrence for each such policy. Such policy shall name SAWPA, its officers, employees, agents and volunteers, as an additional insured, with any right to subrogation waived as to SAWPA, its officers, employees, agents and volunteers. If Commercial General Liability Insurance or other form with an aggregate limit is used, either the general aggregate limit shall apply separately to the work assigned by SAWPA under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. The coverage shall be at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 00 01) and Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto). The Commercial Liability Insurance shall include operations, products and completed operations, as applicable;
 - **4.03b** Obtain a policy of Professional Liability (errors and omissions) insurance appropriate to the Consultant's profession in a minimum amount of \$2,000,000.00 per claim or occurrence to cover any negligent acts or omissions or willful misconduct committed by Consultant, its employees, agents and subcontractors in the performance of any services for SAWPA. Architects' and engineers' coverage shall include contractual liability;
 - **4.03c** Obtain a policy of Employer's Liability insurance in a minimum amount of \$1,000,000.00 per accident for bodily injury and property damage.
 - **4.03d** Provide worker's compensation insurance or a California Department of Insurance-approved self-insurance program in an amount and form required by the State of California and the Employer's Liability Insurance that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of the Consultant and all risks to such persons or entities;
 - **4.03e** Consultant shall require any subcontractor that Consultant uses for work performed for SAWPA under this Agreement or related Task Order to obtain the insurance coverages specified above.

4.03f Consultant hereby agrees to waive subrogation which any insurer of Consultant may seek to require from Consultant by virtue of the payment of any loss. Consultant shall obtain an endorsement that may be necessary to give effect to this waiver of subrogation. In addition, the Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of SAWPA for all work performed by Consultant, and its employees, agents and subcontractors.

All such insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESLI), shall have a minimum A.M. Best Rating of "A", Financial Category "X", and shall be domiciled in the United States, unless otherwise approved by SAWPA in writing. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by SAWPA and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of SAWPA that might otherwise result in forfeiture of coverage. Evidence of all insurance coverage shall be provided to SAWPA prior to issuance of the first Task Order. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to SAWPA. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold SAWPA free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligence, recklessness, or willful misconduct of Consultant in performing services assigned by SAWPA.

- 4.04 Consultant hereby covenants and agrees that SAWPA, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligence, recklessness, or willful misconduct of Consultant. Consultant shall hold harmless, defend and indemnify SAWPA and its officers, employees, agents and volunteers from and against any and all liability, loss, damage, fines, penalties, expense and costs, including, without limitation, attorneys' fees and litigation expenses and costs, of every nature arising out of or related to Consultant's negligence, recklessness, or willful misconduct related to or arising from the performance of the work required under this Agreement and any related Task Order or Consultant's failure to comply with any of its obligations contained in this Agreement and any related Task Order, except as to such loss or damage which was caused by the active negligence or willful misconduct of SAWPA.
- **4.05** In the event that SAWPA requests that specific employees or agents of Consultant supervise or otherwise perform the services specified in each Task Order, Consultant shall ensure that such individual(s) shall be appointed and assigned the responsibility of performing the services.
- **4.06** In the event Consultant is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished with a registered professional engineer's number and shall conform to local, state and federal laws, rules and regulations. Consultant shall obtain all necessary permits and approvals in connection with this Agreement, any Task Order or Change Order. However, in the event SAWPA is required to obtain such an approval or permit from another governmental entity, Consultant shall provide all necessary supporting documents to be filed with such entity, and shall facilitate the acquisition of such approval or permit.

ARTICLE V SAWPA OBLIGATIONS

5.01 SAWPA shall:

5.01a Furnish all existing studies, reports and other available data pertinent to each Task Order that are in SAWPA's possession;

5.01b Designate a person to act as liaison between Consultant and the General Manager and Commission of SAWPA.

ARTICLE VI

ADDITIONAL SERVICES, CHANGES AND DELETIONS

- **6.01** During the term of this Agreement, the Commission of SAWPA may, from time to time and without affecting the validity of this Agreement or any Task Order issued pursuant thereto, order changes, deletions, and additional services by the issuance of written Change Orders authorized and approved by the Commission of SAWPA.
- **6.02** In the event Consultant performs additional or different services than those described in any Task Order or authorized Change Order without the prior written approval of the Commission of SAWPA, Consultant shall not be compensated for such services.
- **6.03** Consultant shall promptly advise SAWPA as soon as reasonably practicable upon gaining knowledge of a condition, event, or accumulation of events, which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions, and/or requests for additional services shall be reduced to writing for review and approval or rejection by the Commission of SAWPA.
- **6.04** In the event that SAWPA orders services deleted or reduced, compensation shall be deleted or reduced by a comparable amount as determined by SAWPA and Consultant shall only be compensated for services actually performed. In the event additional services are properly authorized, payment for the same shall be made as provided in Article III above.

ARTICLE VII

CONSTRUCTION PROJECTS: CONSULTANT CHANGE ORDERS

7.01 In the event SAWPA authorizes Consultant to perform construction management services for SAWPA, Consultant may determine, in the course of providing such services, that a Change Order should be issued to the construction contractor, or Consultant may receive a request for a Change Order from the construction contractor. Consultant shall, upon receipt of any requested Change Order or upon gaining knowledge of any condition, event, or accumulation of events, which may necessitate issuing a Change Order to the construction contractor, promptly consult with the liaison, General Manager and Commission of SAWPA. No Change Order shall be issued or executed without the prior approval of the Commission of SAWPA.

ARTICLE VIII

TERMINATION OF AGREEMENT

- **8.01** In the event the time specified for completion of an assigned task in a Task Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Task Order and thereupon this Agreement shall automatically terminate without further notice.
- **8.02** Notwithstanding any other provision of this Agreement, SAWPA, at its sole option, may terminate this Agreement at any time by giving a 10-day written notice to Consultant, whether or not a Task Order has been issued to Consultant.
- **8.03** In the event of termination, the payment of monies due Consultant for work performed prior to the effective date of such termination shall be paid after receipt of an invoice as provided in this Agreement.

ARTICLE IX

CONSULTANT STATUS

9.01 Consultant shall perform the services assigned by SAWPA in Consultant's own way as an independent contractor, in pursuit of Consultant's independent calling and not as an employee of SAWPA. Consultant shall be under the control of SAWPA only as to the result to be accomplished and the personnel assigned to perform services. However, Consultant shall regularly confer with SAWPA's liaison, General Manager, and Commission as provided for in this Agreement.

9.02 Consultant hereby specifically represents and warrants to SAWPA that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional consulting organization rendering the same or similar services. Furthermore, Consultant represents and warrants that the individual signing this Agreement on behalf of Consultant has the full authority to bind Consultant to this Agreement.

ARTICLE X

AUDIT AND OWNERSHIP OF DOCUMENTS

- **10.01** All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by Consultant in connection with the performance of services assigned to it by SAWPA are the sole property of SAWPA, and Consultant shall promptly deliver all such materials to SAWPA. Consultant may retain copies of the original documents, at its option and expense. Use of such documents by SAWPA for project(s) not the subject of this Agreement shall be at SAWPA's sole risk without legal liability or exposure to Consultant. SAWPA agrees to not release any software "code" without prior written approval from the Consultant.
- **10.02** Consultant shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records, and vouchers and all other records with respect to all matters concerning services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as SAWPA may deem necessary, Consultant shall make available to SAWPA's agents for examination of all such records and will permit SAWPA's agents to audit, examine and reproduce such records.

ARTICLE XI

MISCELLANEOUS PROVISIONS

- **11.01** This Agreement supersedes all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for SAWPA and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.
- **11.02** Consultant shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of SAWPA. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- **11.03** In the event Consultant is an individual person and dies prior to completion of this Agreement or any Task Order issued hereunder, any monies earned that may be due Consultant from SAWPA as of the date of death will be paid to Consultant's estate.
- **11.04** Time is of the essence in the performance of services required hereunder. Extensions of time within which to perform services may be granted by SAWPA if requested by Consultant and agreed to in writing by SAWPA. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of Consultant.
- **11.05** Consultant shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages.
- **11.06** SAWPA expects that Consultant will devote its full energies, interest, abilities and productive time to the performance of its duties and obligations under this Agreement, and shall not engage in any other consulting activity that would interfere with the performance of Consultant's duties under this Agreement or create any conflicts of interest. If required by law, Consultant shall file a Conflict of Interest Statement with SAWPA.

11.07 Any dispute which may arise by and between SAWPA and the Consultant, including the Consultants, its employees, agents and subcontractors, shall be submitted to binding arbitration. Arbitration shall be conducted by a neutral, impartial arbitration service that the parties mutually agree upon, in accordance with its rules and procedures. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Unless the parties stipulate to the contrary prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation conducted by a neutral, impartial mediation service that the parties mutually agree upon, in accordance with its rules and procedures.

11.08 During the performance of the Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status and denial of family care leave. Consultant and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

In witness whereof, the parties hereby have made and executed this Agreement as of the day and year first above-written.

SANTA ANA WATERSHED PROJECT AUTHORITY				
Richard E. Haller, P.E., General Manager	Date			
(CONSULTANT NAME)				
(Signature)	Date	Typed/Printed Name		

ATTACHMENT B - TOPIC AREA RESPONSIBILITIES OF NETWORK COORDINATOR

Task	Objectives(s)	Task description using future and past examples		
Area :	1 Membership List			
	Ensure accurate and up-to-date contact list	Update and maintain membership list		
	that can be used as reference by members and for distribution	Periodically reach out to all IRWM regions to be sure all are represented		
	Support the creation or create an online portal for Roundtable members to share files and discuss relevant items (e.g., SharePoint)	A BaseCamp site previously was used, however is out- of-date and not the best of current technological options.		
Area :	2 Conference Calls			
	Keep IRWM community engaged and informed.	Schedule conference calls and meetings – set up and monitor Doodle Polls		
	Give IRWM representatives information and questions to take back to their RWMG	Develop and send out agendas and request for topics		
	laint nuchlana salvina	Send out 'hold the date'		
	Joint problem-solving	Prepare for and facilitate meetings		
		Prepare meeting and distribute meeting notes Lead / facilitate phone call discussions		
Area :	3 Network engagement			
	DWR on IRWM grant program	Schedule meetings with DWR and available ROR representatives (considerable email and calls to line-up date, location and participants)		
	Provide input to DWR on PSP, Guidelines, etc.	Conduct meetings		
	to broaden DWR perspective and thought process	Collect and compile comments and prepare letters/input documents		
		Disseminate information to DWR/RoR		
	To DWR regarding IRWM policy (Strategic	Schedule meetings; conduct meetings; collect and compile comments and prepare letters;		
	Plan, CWP, etc.)	Disseminate information		
		Participate in conference organizing.		
	Liaison with Other Organizations	Liaison with other organizations (i.e. Water Bond Coalition, ACWA, EJCW, CASQA, GRA, Floodplain Management Assoc.)		
	Promote IRWM principles and funding	Includes providing information to other groups and participating in other groups' meetings, as requested or useful Participating in crafting communications and legislation		
		Developing principles for and providing input on bond measures		

Task	Objectives(s)	Task description using future and past examples		
	Liaison with subgroups of the Roundtable membership that form ad-hoc on particular issues	Share information on subgroups (i.e. DACI, grant administration, baseline funding); participate in some meetings.		
	White Papers	Coordinate the preparation and distribution of white papers as needed, e.g., DAC, Baseline Funding Intermittent activity historically		
	Engage in opportunities as they arise – to promote, extend and strengthen IRWM	e.g., Stanford University IRWM survey Input on Water Education Foundation Layperson's Guide to IRWM Outcomes of the DACI work effort Explore connectivity with Groundwater Sustainability Plan development		
Area 4	Area 4 IRWM Promotion			
	Coordinate communication of the Roundtable "Story of IRWM" to build support	Talking points for Roundtable members Testimonials, one-page success stories "Impact of IRWM" in very short but carefully worded prose or bullets 3x5 Elevator Speeches Promotional videos/interviews Blogs, handouts, graphic representations of successes/processes Award applications		
	Provide website resource to inform and engage	Recruit a short-term subcommittee to determine the scope, level of effort and nature of the website. Could range from a simple explanatory site with links to all available IRWM sites (by Funding Area) to a full on (but likely higher maintenance) web site with articles, data, etc. Anticipate the outcomes of DACI and consider having a cataloged site with all successful grant applications to enable intentional cribbing/cut-and-paste of work plans, etc.		
Area	 5 Summits			
	Opportunities for 'in person' networking Develop and support relationship-building and	Identify working subcommittee (3 – 5 people) to serve as Summit Planning Team and coordinate summit implementation with them.		
	deeper engagement and commitment	Develop focus of summit (via email and phone conversations with subcommittee)		

Task	Objectives(s)	Task description using future and past examples
	Enable integration of new representatives	Determine date (can be circular in early stages as location is identified and availability determines)
	Spark new ideas	Identify location (talking with agencies, find a meeting room, develop location and parking info to share)
		Develop list of invitees (e.g., State agency staff, other organizations)
		Work with planning team to develop agenda
		Delegate logistics
		Distribute invite with Draft Agenda
		Collect RSVPs and respond to questions
		Attend summit
		Capture notes, finalize notes, share notes
Area	6 Survey	
	Develop materials to support interactions with DWR and other state agencies Inform the ROR as to the various attributes, opinions, functioning and xxx of its' members Support strategic action with documented supporting data	Develop draft survey – review with subcommittee Prepare final survey Distribute survey using online electronic survey format (establish deadline, follow up with respondents to submit responses) Process input (put in spreadsheets; compile comments) Analyze data – with subcommittee if required Prepare report and summary Distribute