

**AMENDMENT NO. 1 TO AGREEMENT A4320G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND WBCP, INC.**

This Amendment No. 1 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard On-Call Consultant Agreement No. A4320G (Agreement) dated January 27, 2020, between SANTA CLARA VALLEY WATER DISTRICT (Valley Water) and WBCP, INC., (Consultant), collectively, the Parties.

RECITALS

WHEREAS, the Consultant is currently providing professional on-call recruitment services for Valley Water;

WHEREAS, the Agreement currently expires on January 27, 2022; and

WHEREAS, the Parties desire to amend the Agreement to extend its term to allow Consultant to continue providing professional on-call recruitment services for Valley Water.

NOW, THEREFORE, in consideration of the mutual promises and agreements stated herein and notwithstanding anything to the contrary stated in the Agreement Valley Water and Consultant hereby agree to amend the Agreement as follows:

1. The Agreement, Standard On-Call Consultant Agreement, Section Eleven, Equal Opportunity, is amended to state as follows:

“1. Equal Opportunity Employer

Valley Water is an equal opportunity employer and requires its consultants to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, Consultant will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.”

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AND WBCP, INC.**

2. Compliance with Applicable Equal Opportunity Laws

The Consultant's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); the California Fair Employment and Housing Act (Government Code Section 12900 et. seq.); and California Labor Code §1101 and §1102.

3. Investigation of Claims

Consultant must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with the anti-discrimination and anti-harassment provisions of this Agreement. Consultant must conduct a fair, prompt, and thorough investigation of all allegations directed to Consultant by Valley Water. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective action against the offender."

2. The Agreement, Standard On-Call Consultant Agreement, Section Twelve, subsection 19. Appendices, is amended to state as follows:

"19. Appendices. The following listed Appendices are incorporated herein by this reference as though set forth in full:

Appendix One – Additional Legal Terms (UNCHANGED)
Appendix Two – Dispute Resolution - NOT USED
Appendix Three – Task Order Template (UNCHANGED)
Revised Appendix Four – Insurance Requirements (REVISED)."

3. The Agreement, Standard On-Call Consultant Agreement, Section Twelve, subsection 20. Schedules and Attachments, is amended to state as follows:

"20. Schedules and Attachments. Schedule OC, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

Revised Attachment One – Fees and Payments (REVISED)
Revised Attachment Two – Schedule of Completion (REVISED)
Attachment Three – Consultant's Key Staff (UNCHANGED)
Attachment Four – Reference Materials (UNCHANGED)."

4. Appendix Four to the Standard On-Call Consultant Agreement, Insurance Requirements, is amended as set forth in the Revised Appendix Four to the Standard On-Call Consultant Agreement, Insurance Requirements, attached hereto and incorporated herein by this reference.

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5. Schedule OC to the Schedule OC, Scope of Services, Section 1.A. Representatives is amended to state as follows:

“1. Representatives

- A. Valley Water’s representatives are as listed below. Unless otherwise provided in this Agreement, all correspondence to Valley Water must be addressed to Valley Water's Project Manager (VWPM).

Courtney Letts (Valley Water Project Manager)
Recruitment & Workforce Development Unit
Human Resources Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2981
Email: CLetts@valleywater.org

Ingrid Bella (Division Human Resources Officer)
Interim Human Resources Officer
Human Resources Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-3171
Email: ingridbella@valleywater.org”

6. Attachment One to Schedule OC, Fees and Payments is amended as set forth in the Revised Attachment One to Revised Schedule OC, Fees and Payments, attached hereto and incorporated herein by this reference.
7. Attachment Two to Schedule OC, Schedule of Completion, Section 2. is amended to state as follows:
- “2. This Agreement expires on January 27, 2024, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.”
8. All other terms and conditions of the Agreement A4320G, not otherwise amended as stated herein remain in full force and effect.

(SIGNATURES FOLLOW ON NEXT PAGE)

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AND WBCP, INC.**

**IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO
THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO AGREEMENT A4320G
THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.**

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

WBCP, INC.
Consultant

By: _____

Chair, Board of Directors

By: _____

Wendi Brown
President

Date: _____

Date: _____

ATTEST:

Consultant's Address:
360 Riverside Ave.
Gold Hill, OR 97525

Michele L. King, CMC
Clerk, Board of Directors

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**AMENDMENT NO. 1 TO AGREEMENT A4320G
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

Please Note: Failure to comply with the instructions below could result in a delay in receiving the Notice to Proceed. The District will not be responsible for time lost or costs incurred due to failure to comply with these requirements. Please note the check-list of documents needed at the end of this Revised Appendix Four Insurance Requirements.

Without limiting the Consultant's indemnification of, or liability to, the Santa Clara Valley Water District ("District" or "Valley Water"), the Consultant must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions as listed below.

Consultant must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Consultant's insurance agent(s) and/or broker(s), who have been instructed by Consultant to procure the insurance coverage required herein.

In addition to certificates, Consultant must furnish District with copies of all original endorsements affecting coverage required by this Revised Appendix Four Insurance Requirements. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by District before the Agreement is executed.** In the event of a claim or dispute, District has the right to require Consultant's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Revised Appendix Four Insurance Requirements.

If your insurance broker has any questions about the above requirements, please advise him/her to call Mr. David Cahen, District Risk Manager at (408) 630-2213.

Certificates of Insurance

Consultant shall furnish the District with a Certificate of Insurance. The certificates will be issued on a standard ACORD Form.

Consultant shall instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated District Contract Administrator and email a copy to: valleywater@ebix.com.

The certificates will:

1. Identify the underwriters, the types of insurance, the insurance limits, the deductibles and the policy term;
2. Include copies of all the actual policy endorsements required herein; and
3. In the "Certificate Holder" box include:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement A4320G/CAS No. 5079**

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INSURANCE REQUIREMENTS**

IMPORTANT: The agreement or CAS number must be included.

In the Description of Operations/Locations/Vehicles/Special Items Box:

1. Certificate Holder shall be named as Additional Insured;
2. District agreement or project number shall appear;
3. The list of policies scheduled as underlying on the Umbrella policy shall be listed; and
4. Waiver of Subrogation must be indicated as endorsed to all policies.

If Consultant receives any notice that any of the insurance policies required by this Revised Appendix Four Insurance Requirements may be cancelled or coverage reduced for any reason whatsoever, Consultant or insurer shall immediately provide written notice to the designated District Contract Administrator that such insurance policy required by this Revised Appendix Four Insurance Requirements is canceled or coverage is reduced.

Maintenance of Insurance

If Consultant fails to maintain such insurance as is called for herein, District, at its option, may suspend payment for work performed and/or may order Consultant to suspend all Consultant's work at Consultant's expense until a new policy of insurance is in effect.

Renewal of Insurance

Consultant will provide the District with a current Certificate of Insurance and endorsements within thirty (30) business days from the expiration of insurance.

Consultant shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to: valleywater@ebix.com
2. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement A4320G/CAS No. 5079**

IMPORTANT: The agreement or CAS number must be included.

**AMENDMENT NO. 1 TO AGREEMENT A4320G
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

Consultant must, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following insurance coverage(s).

Required Coverages

1. Commercial General/Business Liability Insurance with coverage as indicated:

\$1,000,000 per occurrence / **\$1,000,000** aggregate limits for bodily injury and property damage

General Liability insurance must include:

- a. Coverage at least as broad as found in standard ISO form CG 00 01.
- b. Contractual Liability expressly including liability assumed under this contract.
- c. If Consultant must be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- d. Severability of Interest.
- e. Broad Form Property Damage liability.

2. Business Auto Liability Insurance with coverage as indicated:

\$1,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

3. Professional/Errors and Omissions Liability with coverage as indicated:

\$1,000,000 per claim/ **\$1,000,000** aggregate

Professional/Errors and Omission Liability appropriate to the Consultant's profession, and must include:

- a. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars (\$100,000) per occurrence/event.
- b. Coverage shall include contractual liability
- c. If coverage is claims-made:
 - i. Certificate of Insurance shall clearly state that the coverage is claims-made.
 - ii. Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
 - iii. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
 - iv. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

**AMENDMENT NO. 1 TO AGREEMENT A4320G
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

4. Workers' Compensation and Employer's Liability Insurance

Statutory California Workers' Compensation coverage covering all work to be performed for the District.

Employer Liability coverage for not less than \$1,000,000 per occurrence.

General Requirements

With respect to all coverages noted above, the following additional requirements apply:

1. **Additional Insured Endorsement(s):** Consultant must provide an additional insured endorsement for Commercial General/Business Liability (for both on-going and completed operations) and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the Consultant will be notified of such requirement(s) by the District. **NOTE:** This section does not apply to the Workers' Compensation and Professional Liability policies.

(**NOTE:** Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037, or CG 2038. Editions dated 07/04 are not acceptable.)

2. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by the District, its Directors, its officers, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to the District.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.

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**AMENDMENT NO. 1 TO AGREEMENT A4320G
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.
6. **Subconsultants:** The Consultant shall secure and maintain or shall be responsible for ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to the District.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the District must not be deemed to release or limit any liability of Consultant. Damages recoverable by the District for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Non-compliance:** The District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

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CHECK LIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits (\$1,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Auto Liability:	A.	Limits (\$1,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Umbrella:	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	
Workers Comp:	A.	Limits (\$1,000,000)	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	
Professional Liability:	A.	Limits (\$1,000,000)	
	B.	Cancellation Endorsement	

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**AMENDMENT NO. 1 TO AGREEMENT A4320G
REVISED SCHEDULE OC
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

3. Total Authorized Funding

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule and in all approved Task Orders will not exceed a total amount of **\$450,000.00** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board. It is understood and agreed that this total is an estimate, and the total amount of Services to be requested by Valley Water may be less. **There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized pursuant to this Agreement.**

4. Terms and Conditions

Payments for Services performed, as described in each Task Order, which applies to the specific Services, will be based on the following terms:

- A. Valley Water will pay for Services provided by the Consultant according to the rates for professional, technical, and administrative personnel, as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
- B. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and Valley Water, provided Consultant submits written notice to Valley Water of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by Valley Water's Deputy Operating Officer.

C. Reimbursable Expenses

- 1) All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies. These other direct expenses may be billed at actual cost linked to each Task Order, as approved by Valley Water's Project Manager, provided that the Agreement total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted.
- 2) Equipment purchased on behalf of Valley Water that costs \$50 or more must receive the prior written approval of Valley Water Project Manager. All equipment purchased on behalf of Valley Water and paid for by Valley Water shall become the property of Valley Water and be delivered to Valley Water prior to expiration of this Agreement.

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REVISED SCHEDULE OC
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

- 3) Travel expenses are reimbursed at actual costs. Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval has been obtained from Valley Water Project Manager. For air travel, Valley Water will pay the cost of a coach class or equivalent ticket. Where air travel is required, Valley Water will pay the total cost of taxi, rideshare, public transportation, or a rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from Valley Water Project Manager for a different type of vehicle.
- D. Expenses incurred by the Consultant, including for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost. Consultant shall provide invoices for all such services regardless of cost.
- E. **Prevailing Wage Requirements [NOT USED]**

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REVISED SCHEDULE OC
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

COST BREAKDOWN BY TASKS (REVISED)

UNCLASSIFIED RECRUITMENTS (UNC)				
Option	Option Description	Expenses Description	Revised Not-To-Exceed Fixed Fee for Options Effective Upon Commencement of Amendment No. 1	Not-To-Exceed Fixed Fee for Expenses
Option 1	Partial Recruitment Search Advertising and Preliminary Candidate Search (Tasks 2.1-3.3)	Advertising, brochure design and mailing only	\$4,998	\$4,500
Option 2	Partial Recruitment Search up to Interviews (Tasks 2.1-6.2)	Advertising, brochure design, panel packet content and mailing only ¹	\$12,750	\$4,500
Option 3	Full Recruitment (Tasks 2.1-7.4)	Advertising, brochure design, panel packet content, mailing, background checks, one additional consultant to support 1-day panel facilitation and consultant travel only	\$19,890	\$7,400

NOTE: ¹ – PREAPPROVAL by the DPM, may include up to two trips.

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REVISED SCHEDULE OC
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

COST BREAKDOWN BY TASKS (REVISED)

CLASSIFIED RECRUITMENTS (CR)				
Option	Option Description	Expenses Description	Revised Not-To-Exceed Fixed Fee for Options Effective Upon Commencement of Amendment No. 1	Not-To-Exceed Fixed Fee for Expenses
Option 1	Partial Recruitment Search Advertising and Preliminary Candidate Search (Tasks 2.1-3.3)	Advertising only ¹	\$4,998	\$3,000-\$4,500
Option 2	Partial Recruitment Search up to Interviews (Tasks 2.1-6.2)	No expenses ²	\$12,750	\$3,000-\$4,500
Option 3	Full Recruitment (Tasks 2.1-7.4)	One additional consultant to support 1-day panel facilitation and consultant travel only	\$19,890	\$5,000-\$7,400

NOTE: ¹ – PREAPPROVAL by the DPM, advertising and related costs, brochure design, and may include delivery changes may be included.

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HOURLY/UNIT RATE SCHEDULE (REVISED)

CLASSIFICATION	REVISED HOURLY/UNIT RATE EFFECTIVE UPON COMMENCEMENT OF AMENDMENT NO. 1
Consultant: WBCP, Inc. ¹	
President	\$153.00
Office Manager/Senior Recruiter	\$153.00
Senior Associate	\$153.00
Associate	\$112.00
Subconsultant: None	

NOTE: ¹ – Rates listed above apply if services requested are not related to Options 1 – 3.