

**MEETING OF THE EXTERNAL AFFAIRS COMMITTEE  
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA  
4040 PARAMOUNT BLVD., LAKEWOOD, CALIFORNIA  
12:00 P.M., MONDAY, SEPTEMBER 20, 2010**

**AGENDA**

EACH ITEM ON THE AGENDA, NO MATTER HOW DESCRIBED, SHALL BE DEEMED TO INCLUDE ANY APPROPRIATE MOTION, WHETHER TO ADOPT A MINUTE MOTION, RESOLUTION, PAYMENT OF ANY BILL, APPROVAL OF ANY MATTER OR ACTION, OR ANY OTHER ACTION. ITEMS LISTED AS "FOR INFORMATION" MAY ALSO BE THE SUBJECT OF AN "ACTION" TAKEN BY THE BOARD OR A COMMITTEE AT THE SAME MEETING.

- 1. DETERMINATION OF A QUORUM**
- 2. PUBLIC COMMENT**
- 3. LEGISLATIVE REPORT**  
*Staff Recommendation:* For information.
- 4. CONSIDERATION OF CONTRACT EXTENSION FOR TRES ES, INC.**  
*Staff Recommendation:* For information.
- 5. LYNWOOD CHAMBER OF COMMERCE PARTNERSHIP PROPOSAL**  
*Staff Recommendation:* For information.
- 6. PRESS RELEASE AND MEDIA CONTACT PROCEDURE**  
*Staff Recommendation:* Adopt a press release and media contact procedure.
- 7. SPONSORSHIP OF SURFACING THE SOLUTIONS- A CRITICAL DISCUSSION OF CALIFORNIA'S WATER CRISIS**  
*Staff Recommendation:* For discussion.
- 8. DEPARTMENT REPORT**
- 9. DIRECTORS' REPORTS, INQUIRIES, AND FOLLOW UP OF DIRECTIONS TO STAFF**
- 10. ADJOURNMENT**

Posted by Abigail C. Andom, Deputy Secretary, September 15, 2010.

In compliance with the Americans with Disabilities Act (ADA), if special assistance is needed to participate in the Board meeting, please contact Deputy Secretary Abigail Andom at (562) 921-5521 for assistance to enable the District to make reasonable accommodations.

All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 4040 Paramount Boulevard, Lakewood, California 90712.

Agendas and minutes are available at the District's website, [www.wrd.org](http://www.wrd.org).



## MEMORANDUM

### ITEM NO. 3

*Prepared by: Adeline Yoong  
Reviewed by: Elsa Lopez  
Approved by: Robb Whitaker*

**DATE: SEPTEMBER 20, 2010**  
**TO: EXTERNAL AFFAIRS COMMITTEE**  
**FROM: ROBB WHITAKER, GENERAL MANAGER**  
**SUBJECT: LEGISLATIVE REPORT**

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### SUMMARY

#### **Legislative Calendar**

##### State Legislature

September 30 Last day for Governor to sign or veto bills passed by the Legislature

##### Congress

Aug 9-Sept 10 District Work Period  
October 8 Target Adjournment

#### **Legislative Report**

Verbal updates will be provided on state and federal matters.

#### **FISCAL IMPACT**

None.

#### **STAFF RECOMMENDATION**

For information.



## MEMORANDUM

### ITEM NO. 4

<i>Prepared by:</i>	Elsa Lopez
<i>Reviewed by:</i>	Scott M. Ota
<i>Approved by:</i>	Robb Whitaker

**DATE: SEPTEMBER 20, 2010**

**TO: EXTERNAL AFFAIRS COMMITTEE**

**FROM: ROBB WHITAKER, GENERAL MANAGER**

**SUBJECT: CONSIDERATION OF CONTRACT EXTENSION FOR TRES ES, INC.**

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### SUMMARY

The District contracted Tres Es Inc. in January 2010 for six months of service in the areas of strategic planning, use of recycled water, inter-agency (including state agencies) relations, local government working relationship, and outreach efforts.

The Finance Committee Chair received a proposal from Tres Es to continue to provide services to WRD. The Chair would like the External Affairs Committee to review the proposal for possible recommendation for approval of a contract.

The scope of services in the proposal include:

1. Identify and review state funding opportunities that may be available to the District.
2. Work with the district to develop a short and long term strategic plan for the upcoming legislative year and provide WRD Public Policy research and analysis as directed by WRD.
3. Attend the District's monthly Legislative Committee meetings to provide updates on legislation affecting the district's interest.
4. Monitor, review and analyze all legislation introduced in the California Legislature and shall inform district of all legislation affecting the district's interests. Consultant shall forward a copy of all such bills to District on a weekly basis.
5. Monitor all regulations promulgated by all state agencies and shall inform District of all regulations affecting district's interests. Consultant shall forward a copy of all such regulations to district on a weekly basis.

6. Review the California budget during its preparation, and provide District with information affecting its interests and advocate for the inclusion of programs and projects that will benefit the District.
7. Secure the introduction of legislation and legislative amendments as requested by the District.
8. Work with District to draft written material used to influence state legislation and regulations.
9. Work with District to draft legislative proposal as requested by the district. Such drafts shall be approved by the District prior to being presented to the Legislature.
10. Advocate the positions adopted by the District with respect to state legislation and regulations promulgated by state agencies, beginning January 1, 2010.
11. Arrange meetings between legislative representatives, state officials and District's Directors and staff when requested.
12. Arrange and attend meetings on behalf of the district when requested.
13. Initiate legislative and regulatory proposals on behalf of and as directed by District.
14. Advise the District of legislative and administrative hearings affecting the district's interest and shall attend and provide testimony on behalf of District at said hearings when authorized by district.
15. Work on issues of relevance to the district as directed by District.
16. Work proactively with District to implement district's objectives through the state legislative and regulatory process.
17. Provide district with a monthly written summary of significant activity conducted on behalf of District during the legislative session. At the completion of the legislative sessions, consultant shall provide district with a written summary which shall include the status and disposition of each bill and/or regulation introduced and/or monitored.

#### **FISCAL IMPACT**

Budgeted for six months in the FY 2010-2011 budget, not to exceed \$45,000.

#### **STAFF RECOMMENDATION**

For information.



## MEMORANDUM

ITEM NO. 5

*Prepared by: Elsa Lopez*

*Reviewed by: Robb Whitaker*

*Approved by: Robb Whitaker*

**DATE: SEPTEMBER 20, 2010**

**TO: EXTERNAL AFFAIRS COMMITTEE**

**FROM: ROBB WHITAKER, GENERAL MANAGER**

**SUBJECT: LYNWOOD CHAMBER OF COMMERCE PARTNERSHIP PROPOSAL**

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### SUMMARY

At the July 16<sup>th</sup> Board Meeting, members of the Lynwood Chamber of Commerce proposed a partnership agreement during the Public Comment portion of the Board meeting. The proposal consisted of the following:

#### **The Chamber proposes to provide:**

1. Promotional services that will provide opportunities for WRD's representatives to obtain booths, or tables, to display banners, distribute flyers, brochures, magazines, or other promotional materials at the various business and community events that the Chamber of Commerce will organize and implement.

#### **The Chamber is asking WRD to support the Chamber with the following:**

1. To provide a minimum of \$1,000 to the Chamber of Commerce to be a gold sponsor for each of their twelve (12) upcoming major events or \$12,000 on an annual basis.
2. Chamber will seek additional donations from WRD for primary sponsorship of Chamber events and activities – Cost unknown
3. Chamber will seek to obtain grants from WRD to assist in the implementation of some of its programs – Cost unknown
4. Chamber will seek to procure advertisements from WRD for its Business Directory and its Annual Performance Report – Cost unknown

The Lynwood Chamber of Commerce is seeking a binding agreement for three (3) consecutive years commencing July 15, 2010 and three (3) additional years if mutually agreed by both parties.

The Board requested staff to confirm state and local regulation compliance which staff will provide a verbal report at the committee meeting.

### FISCAL IMPACT

The minimum cost for this proposal is \$36,000 based on a three year agreement. Not included in the FY 2010-2011 Budget.

**STAFF RECOMMENDATION**

For information.

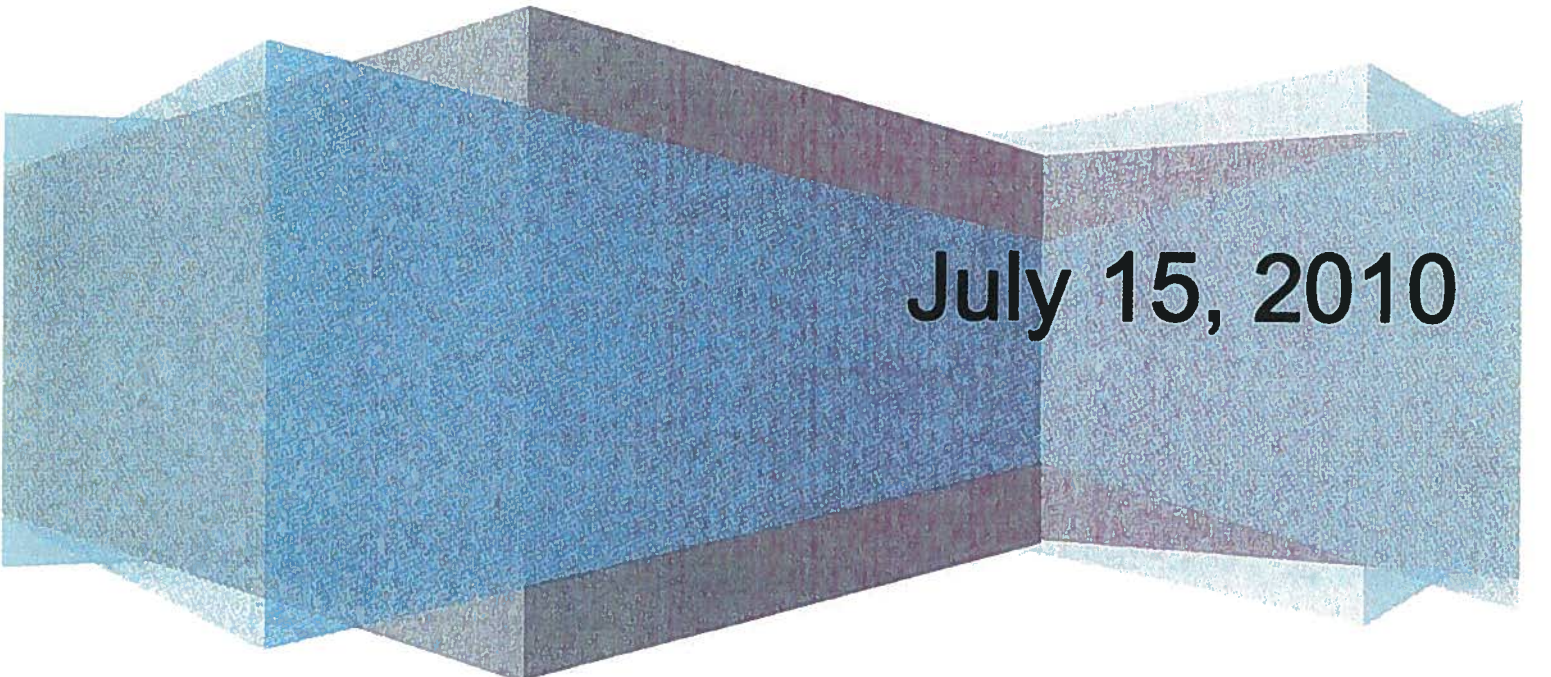
**ATTACHMENT**

Lynwood Chamber of Commerce Partnership Agreement Proposal

# **LYNWOOD CHAMBER OF COMMERCE**

10840 S. Atlantic Blvd., Lynwood, CA 90262 Phone: (310) 735-3254; 424 757-3256 [www.lynwoodchamber.org](http://www.lynwoodchamber.org)

**Partnership Agreement**  
Between the  
**Water Replenishment District**  
and  
**Lynwood Chamber of Commerce**



**July 15, 2010**



## **LYNWOOD CHAMBER OF COMMERCE**

### **PARTNERSHIP AGREEMENT BETWEEN LYNWOOD CHAMBER OF COMMERCE AND THE WATER REPLENISHMENT DISTRICT**

THIS Partnership Agreement is made and entered into by and between Lynwood Chamber of Commerce ("Chamber), a California non-profit organization, 10840 S. Atlantic Blvd., Lynwood, and Water Replenishment District, 4040 Paramount Blvd., Lakewood, CA 90712 ("WRD"), this 15th Day of July 2010.

**WITNESSETH:**

**WHEREAS,** the Lynwood Chamber of Commerce may partner with any corporation, financial institution, institution of higher learning, municipality, profit enterprises, other non-profit organizations, and entertainment enterprises for the provision of special beneficial services to its members (as stipulated in its bylaws), if such institutions, organizations, corporations and enterprises are specifically trained or experienced or competent to provide and perform the special services the partnership agreement require; and

**WHEREAS,** because the Chamber's mission is to unify the Lynwood business community to realize its economic prosperity, the Chamber coordinates and represents businesses in the development of programs and services and to acquire a variety of resources in the areas of financial, legal, governmental, promotional, and communication to enable the business to successfully develop trade, commerce, and industry; and

**WHEREAS,** the Chamber's specific objective is to provide businesses with professional assistance in marketing, public relations, business administration, economic development, financing, logistics, and accounting, among others, through entities owned and operated by its partners; and

**WHEREAS,** the Chamber plans to implement various fundraising activities to generate funding for its many and varied programs and services to the business community and to keep abreast of its operational expenditures; and

**WHEREAS,** the Chamber desires to partner with WRD, which provides an array of indispensable water services to communities throughout Southern California, including but not limited to recycling of waste water, capturing

and processing rain water, and replenishing ground water for use by millions of Southern Californians.

NOW, THEREFORE, BE IT RESOLVED that the parties do mutually agree as follows:

**I. SCOPE OF SERVICES:**

Lynwood Chamber of Commerce shall provide promotional and sponsorship services to the Water Replenishment District throughout the fiscal year 2010-2011.

- Promotional services will provide opportunities for WRD's representatives to obtain booths, or tables, to display banners, distribute flyers, brochures, magazines, or other promotional materials at the various business and community events that the Chamber of the Commerce will organize and implement (Please see Appendix A for the list of activities scheduled for fiscal year 2010-2011).
- Sponsorship services will be done through the Chamber's membership. Currently, there are more than 25,000 homes and 5,500 businesses in the city; a small percent of these businesses are not physically located in the city but do business here. The Chamber will apprise these businesses and many residents of the compelling services that WRD provides.
- Throughout the fiscal year 2010-2011, the Chamber plans to aggressively recruit new members, as well as to revive inactive members. We anticipate recruiting at least 1,000 new members by June 30, 2011.

**II. WRD's Support for the Chamber:**

WRD agrees to provide a minimum of \$1,000 to the Chamber of Commerce to be a gold sponsor for each of the Chamber's upcoming major event, including but not limited to the "Obama Stimulus Package and Its Effects on Small Business;" "Ms. Southern California Chamber of Commerce" pageant; the Chamber of Commerce 2011 Job Fair," among others.

- The Chamber will seek additional donations from WRD to become the primary sponsor of the Chamber's events and activities, including but not limited to seminars, conferences, concerts, mixers, grand openings, job fairs, and golf tournaments.

The Chamber will seek to obtain grants from WRD to assist in the implementation of some of its programs, such as the Business

Resource Center that is designed to educate and assist small businesses to access resources from local, state, and federal agencies, among other essential services.

- The Chamber will seek to get advertisements from WRD for its Business Directory and its Annual Performance Report, which will be published in the month of June each fiscal year.
- The Chamber will welcome representatives from WRD to participate on various committees that the organization will be implementing this fiscal year.

## **II. TERMS OF AGREEMENT**

This Partnership Agreement shall be for three consecutive years, commencing on July 15, 2010, and concluding June 30, 2013. It shall roll-over for another three consecutive years only upon the mutual consent of both parties prior to June 30, 2013.

- 1) This Agreement shall be subject to modification upon the mutual consent of both parties in a written request.

## **III. Compensation and Method of Payment**

### **1. Compensation**

All funds derived from the Partnership between WRD and the Chamber shall be deposited in the Chamber's Well Fargo's bank account in a timely fashion. A statement of deposits shall be electronically emailed to the two signatories of the accounts, the President and the Chief Financial Officer.

2. Required invoices will be forwarded to WRD for sponsorship fees of the various events as agreed between both parties.

## **IV. WAIVER**

Chamber's employees shall not be considered in any manner employees of the WRD and WRD's employees shall not be considered employees of the Chamber of Commerce.

## **V. CHANGES**

Either the Chamber or WRD may request changes in the scope of the services to be provided hereunder. Such changes, including any increases or

Initials: \_\_\_\_\_

decreases in the amount of fees for the Chamber, which are mutually agreed upon by and between the Chamber and WRD, shall be incorporated in written amendments to this agreement, and signed by both parties hereto.

**VI. Personnel**

Chamber represents that it has all personnel required to perform the services under this Agreement. All of the services required hereunder will be performed by Chamber staff, volunteers, and consultants. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local laws to perform such services.

**VII. NOTICES**

Notices, herein, shall be presented in person or by certified or registered U.S. mail, as follows:

To Chamber                    Ivan Crosbie, President  
Lynwood Chamber of Commerce  
10840 S. Atlantic Blvd., Suite A  
City of Lynwood, CA 90262

To Wells Fargo:            Sergio Calderon, President of WRD  
Water Replenishment District  
4040 Paramount Blvd.  
Paramount, CA 90262

**IX. Non-Discrimination**

The Chamber is an equal opportunity employer, and thus certifies that it will not discriminate in its hiring or employment practices on the basis of sex, race, color, ancestry, national origin, age, religion, creed, physical handicap, medical condition or marital status as provided for in the Labor Code, Section 1420.

**XI. Hold Harmless**

Both the Chamber and WRD agree to defend, indemnify and keep and hold each party, its agents, servants, and employees harmless from and against any and all costs, liabilities, losses, damages, or expenses (including costs of suit and fees and expenses of legal services) claimed by anyone and arising out of this partnership Agreement, including any act or omission of parties, its agents, directors, officers, subcontractors, servants, employees, or invitees or their successors or assigns.

Initials: \_\_\_\_\_

**This Agreement shall be governed by the laws of the State of California.**

**Accepted and Agreed to**

**This 15th Day of July 2010**

**Lynwood Chamber of Commerce**

**Water Replenishment District**

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**Ivan Crosbie, President  
Lynwood Chamber of Commerce**

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**Sergio Calderon, President**

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**Maria Garcia, President Emerita  
Lynwood Chamber of Commerce**

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# THE LYNWOOD CHAMBER OF COMMERCE

10840 ATLANTIC AVE. LYNWOOD, CA 90262

## MEMBERSHIP APPLICATION

(Please, fill-in completely)

Business Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Street Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Executive Contact: \_\_\_\_\_

Title \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Type of Business/Services you Provide: \_\_\_\_\_

Please check one of the following boxes:

- Member     New Member     Honorary Member  
(Elected Officials)     Volunteer

### Membership Period:

January 10, 2010 to January 10, 2011

Please return this form with a non-cashed check payable to The Lynwood Chamber of Commerce.  
For more information, please contact Cory Kodes at (424) 735-850 or (310) 735-3236.

Number of Employees	1-10	11-30	31-50	51-100	101-200	200 plus
Fee	\$250	\$300	\$350	\$400	\$500	\$750

Note: Non Profit Organizations will pay \$200 Based on its non-profit status. Banks and Financial Institutions will pay \$500 yearly in general.



# WELCOME

**Dear New and Returning Member,**

The Board of Directors of the Lynwood Chamber of Commerce welcomes you as a new member or a returning member of the Chamber of Commerce for the upcoming fiscal year 2010-2011. As you know, our fiscal year begins on July 1, 2010, and ends on June 30, 2011.

The Lynwood Chamber of Commerce and its partners provide professional services to its member businesses in the areas of marketing, public relations, business administration, economic development, financing, logistics, accounting, investments, etc.

In accord with our mission, these activities are to be conducted with public and private entities to enhance the working relationships, to improve the delivery of services, and economic wellbeing of the business community.

The Lynwood Chamber of Commerce has been working with professional consulting organizations to implement several of the following programs:

- Business Opportunity Development
- Business Educational Program
- Economic Development Opportunity Program
- Financial Resources Opportunity Program
- Business Outreach Educational Program
- Local Dollar Recycling Program
- Legal Business Advisory Program
- Business Marketing Strategy Program
- Fundraising Program

The Lynwood Chamber of Commerce is 501© (6) organization defined as a business league or an association of persons having a common interest. The purpose of this league is to promote the common business interest of its members. The Chamber's activities are directed to the improvement the conditions of businesses within its network.

We wish you success as we work together to face the challenges of this new fiscal year. Remember, the Chamber is here to support you its member and to enable you to achieve your business goals and objectives.

From all of us on the Board of Directors and members, we thank you joining us. Welcome aboard.

**Maria de Jesus Garcia**  
President

**Members of the Board of Directors**



## MEMORANDUM

ITEM NO. 6

*Prepared by: Elsa Lopez*  
*Reviewed by: Robb Whitaker*  
*Approved by: Robb Whitaker*

**DATE: SEPTEMBER 20, 2010**

**TO: EXTERNAL AFFAIRS COMMITTEE**

**FROM: ROBB WHITAKER, GENERAL MANAGER**

**SUBJECT: PRESS RELEASE AND MEDIA CONTACT PROCEDURE**

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### SUMMARY

The Committee Chair requested to review the District's press release and media contact procedure. Staff will provide a verbal report to the Committee.

### FISCAL IMPACT

None.

### STAFF RECOMMENDATION

Adopt a press release and media contact procedure.



## MEMORANDUM

ITEM NO. 7

*Prepared by:* Elsa Lopez  
*Reviewed by:* Robb Whitaker  
*Approved by:* Robb Whitaker

**DATE: SEPTEMBER 20, 2010**

**TO: EXTERNAL AFFAIRS COMMITTEE**

**FROM: ROBB WHITAKER, GENERAL MANAGER**

**SUBJECT: SPONSORSHIP OF SURFACING THE SOLUTIONS- A CRITICAL DISCUSSION OF CALIFORNIA'S WATER CRISIS**

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### SUMMARY

CORO has invited WRD to be a Bronze sponsor at its annual water summit. This year's summit is called "Surfacing the Solutions - A Critical Discussion of California's Water Crisis. Phil Isenberg, Chair of the Delta Stewardship Council and Craig Wilson, the newly-appointed Delta Watermaster, will be featured speakers. General Manager Robb Whitaker will be participating on a panel along with other water agency representatives. The event will take place on Thursday, October 14, 2010, from 11:00 a.m. to 1:30 p.m. at the Marriot Downtown Los Angeles.

This sponsorship will enhance WRD's mission to inform the public and key water stewards on important local groundwater issues and solutions.

The External Affairs Committee Chair requested the Committee to consider possible sponsorship at the Bronze level of \$2500.

### FISCAL IMPACT

Funding at the \$2,500 Bronze sponsorship level is included in the FY 2010-11 External Affairs budget.

### STAFF RECOMMENDATION

For discussion.