AGENDA

SPECIAL NOTICE REGARDING PUBLIC PARTICIPATION AT THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA (WRD) BOARD OF DIRECTORS MEETING

The President of the United States and the Governor of California have both declared a State of Emergency as a result of the threat of COVID-19 (the Coronavirus). The Governor issued Executive Order N-25-20 which directs Californians to cancel all large gatherings and allows for teleconferencing of public meetings. Furthermore, the County of Los Angeles Department of Public Health issued an order on March 16, 2020 prohibiting all gatherings of 50 or more people. The health and wellbeing of the public and WRD staff is upmost importance. To that end, the public is encouraged to teleconference into this Board meeting versus in-person attendance.

To facilitate public comment during this meeting, you may email any comments related to this meeting to board@wrd.org no later than an hour before the meeting is scheduled to begin. You may also listen to the meeting and have the opportunity to provide public comment by calling toll free (800) 309-2350 and pressing 9215521# for the Conference ID. You will be muted on the call to listen, but can press *5 to request the opportunity to be unmuted and to make a comment.

Each item on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt a minute motion, resolution, payment of any bill, approval of any matter or action, or any other action. Items listed as “For Information” or “For Discussion” may also be the subject of an “action” taken by the Board or a Committee at the same meeting.

1. DETERMINATION OF A QUORUM

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. PUBLIC COMMENT
   Pursuant to Government Code Section 54954.3

5. ADDITIONAL ITEMS TO THE AGENDA
   Determine the need to add items to the agenda. In order for the Board to add an item to the agenda it must make a determination that: (i) The item came to the attention of the Board after the posting of the agenda; (ii) That there is a need for immediate action to be taken by the Board. If these two tests are met, the Board may add the item in question to the agenda for consideration consistent with the provisions of the Brown Act.
6. CONSENT CALENDAR

6A. APPROVE THE MINUTES OF JANUARY 23, 2020 BOARD OF DIRECTORS

*Staff Recommendation*: Staff recommends that the Board of Directors approves the minutes of the January 23, 2020 Board of Directors Meeting as submitted.

6B. APPROVE THE MINUTES OF JANUARY 27, 2020 BOARD OF DIRECTORS

*Staff Recommendation*: Staff recommends that the Board of Directors approves the minutes of the January 27, 2020 Board of Directors Meeting as submitted.

6C. APPROVE THE MINUTES OF FEBRUARY 13, 2020 BOARD OF DIRECTORS MEETING

*Staff Recommendation*: Staff recommends that the Board of Directors approves the minutes of the February 13, 2020 Board of Directors Meeting as submitted.

6D. APPROVE THE MINUTES OF THE FEBRUARY 26, 2020 SPECIAL JOINT BOARD OF DIRECTORS/BUDGET ADVISORY COMMITTEE MEETING

*Staff Recommendation*: Staff recommends that the Board of Directors approves the minutes of the February 26, 2020 Special Joint Board of Directors/Budget Advisory Committee Meeting as submitted.

6E. APPROVE THE MINUTES OF FEBRUARY 27, 2020 BOARD OF DIRECTORS MEETING

*Staff Recommendation*: Staff recommends that the Board of Directors approves the minutes of the February 27, 2020 Board of Directors Meeting as submitted.

6F. AWARD OF GENERAL SERVICES AGREEMENT WITH GEIGER WEST FOR THE PURCHASE OF PROMOTIONAL ITEMS

*External Affairs Committee Recommendation*: The External Affairs Committee recommends that the Board of Directors enter into a general services agreement, subject to approval as to form by District Counsel, for promotional items with Geiger West for an amount not to exceed $80,000 for a one-year contract.
6G. APPROVAL OF A NO-COST TIME EXTENSION WITH WEST YOST ASSOCIATES FOR THE ALBERT ROBLES CENTER SUPPLEMENTAL RECHARGE WELL PROJECT

*Capital Improvement Projects Committee Recommendation:* The Capital Improvement Projects Committee recommends that the Board of Directors execute Amendment No. 1 to Contract 1092 for a no-cost time extension, subject to approval as to form by District Counsel, with West Yost Associates for the Albert Robles Center Supplemental Recharge Well Project through December 31, 2020.


*Staff Recommendation:* Staff recommends that the Board of Directors adopt Resolution No. 20-1128.

8. COORDINATED RESPONSE TO COVID-19 IN REGARD TO GROUNDWATER AND DRINKING WATER IN THE WRD SERVICE AREA

*Finance/Audit Committee Recommendation:* The Finance/Audit Committee recommends that the Board of Directors approve the remaining advertising budget in the amount of $70,000 to an outreach program aimed at addressing the COVID-19 outbreak and approve an additional $30,000 for this response.

9. DISTRICT COUNSEL’S REPORT

10. GENERAL MANAGER’S REPORT

11. AB 1234 COMPLIANCE REPORTS AND DIRECTOR’S REPORTS

12. WRD BOARD MEETING DATES

   12A. Thursday, April 2, 2020 - 9:30 AM - Regular Board of Directors Meeting

   12B. Thursday, April 16, 2020 - 9:30 AM – Regular Board of Directors Meeting

   12C. Thursday, April 23, 2020 - 9:30 AM - Special Board of Directors Meeting

   12D. Thursday, May 7, 2020 - 9:30 AM - Regular Board of Directors Meeting
13. CLOSED SESSION

13A. Conference with Legal Counsel – Anticipated Litigation, pursuant to Government Code §54956.9 (b), Two (2) Matters

13B. Public Employee appointment pursuant to Govt. Code 54957: Position: Senior Government Affairs Representative

14. CLOSED SESSION REPORT

15. ADJOURNMENT

The Board will adjourn to the next Board of Directors meeting currently scheduled for Thursday, April 2, 2020, at 9:30 AM.

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

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

Agendas are available at the District’s website, www.wrd.org.

EXHAUSTION OF ADMINISTRATIVE REMEDIES – If you challenge a District action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Deputy Secretary at, or prior to, the public hearing. Any written correspondence delivered to the District office before the District’s final action on a matter will become a part of the administrative record.
DATE: MARCH 19, 2020

TO: BOARD OF DIRECTORS

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: APPROVE THE MINUTES OF JANUARY 23, 2020 BOARD OF DIRECTORS

SUMMARY
A special meeting of the Board of Directors of the Water Replenishment District Of Southern California was held on Thursday, January 23, 2020 at 9:40 AM at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. President Vera Robles-DeWitt called the meeting to order and presided thereafter.

FISCAL IMPACT
None

STAFF RECOMMENDATION
Staff recommends that the Board of Directors approves the minutes of the January 23, 2020 Board of Directors Meeting as submitted.
A special meeting of the Board of Directors of the Water Replenishment District Of Southern California was held on Thursday, January 23, 2020 at 9:40 AM at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. President Vera Robles-DeWitt called the meeting to order and presided thereafter.

1. **DETERMINATION OF A QUORUM**
   
   Quorum Present: Yes

<table>
<thead>
<tr>
<th>Meeting Attendees:</th>
<th>Excused or Late Arrival Time:</th>
</tr>
</thead>
<tbody>
<tr>
<td>President Dewitt____________</td>
<td>PRESENT</td>
</tr>
<tr>
<td>Director Allen______________</td>
<td>PRESENT</td>
</tr>
<tr>
<td>Director Katherman__________</td>
<td>PRESENT</td>
</tr>
<tr>
<td>Director Calderon___________</td>
<td>10:13 AM Arrival</td>
</tr>
<tr>
<td>Director Murray_____________</td>
<td>EXCUSED</td>
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</tbody>
</table>

2. **CLOSED SESSION**

   The Board went into closed session on the following matters.

   2A. Public Employee appointment pursuant to Govt. Code 54957: Position: Senior Government Affairs Representative

   The Board reconvened in open session at 11:15 AM. There was no reportable action.

3. **ADJOURNMENT**

   There being no further business to come before the Board, and upon a motion made by Director Allen and seconded by President DeWitt, the meeting was adjourned at 11:15 AM.
DATE: MARCH 19, 2020

TO: BOARD OF DIRECTORS

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: APPROVE THE MINUTES OF JANUARY 27, 2020 BOARD OF DIRECTORS

SUMMARY
A special meeting of the Board of Directors of the Water Replenishment District Of Southern California was held on Monday, January 27, 2020 at 8:23 AM at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. President Vera Robles-DeWitt called the meeting to order and presided thereafter.

FISCAL IMPACT
None

STAFF RECOMMENDATION
Staff recommends that the Board of Directors approves the minutes of the January 27, 2020 Board of Directors Meeting as submitted.
MINUTES OF JANUARY 27, 2020
SPECIAL MEETING OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

A special meeting of the Board of Directors of the Water Replenishment District Of Southern California was held on Monday, January 27, 2020 at 8:23 AM at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. President Vera Robles-De Witt called the meeting to order and presided thereafter.

1. DETERMINATION OF A QUORUM
Quorum Present: Yes

Meeting Attendees: Excused or Late Arrival Time:
President DeWitt_______________ PRESENT
Director Allen__________________ PRESENT
Director Katherman_____________ PRESENT
Director Calderon_________________ 8:35 AM Arrival
Director Murray_________________ EXCUSED

2. CLOSED SESSION
The Board went into closed session on the following matters.

2A. Public Employee appointment pursuant to Govt. Code 54957: Position: Senior Government Affairs Representative

The Board reconvened in open session at 11:43 AM. There was no reportable action.

3. ADJOURNMENT
There being no further business to come before the Board, and upon a motion made by Director Allen and seconded by President DeWitt, the meeting was adjourned at 11:43 AM.
Chair

ATTEST:

___________________________
Member

Approved in minutes of:

____________________
DATE: MARCH 19, 2020

TO: BUDGET ADVISORY COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: APPROVE THE MINUTES OF FEBRUARY 13, 2020 SPECIAL BOARD OF DIRECTORS MEETING

SUMMARY
A special meeting of the Board of Directors of the Water Replenishment District of Southern California was held on Thursday, February 13, 2020 at 10:00 AM at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. President Vera Robles-DeWitt called the meeting to order and presided thereafter.

FISCAL IMPACT
None

STAFF RECOMMENDATION
Staff recommends that the Board of Directors approves the minutes of the February 6, 2020 Special Board of Directors Meeting as submitted.
A special meeting of the Board of Directors of the Water Replenishment District of Southern California was held on Thursday, February 13, 2020 at 10:00 AM at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. President Vera Robles-DeWitt called the meeting to order and presided thereafter.

1. DETERMINATION OF A QUORUM
Quorum Present: Yes

Meeting Attendees: Excused or Late Arrival Time:
President DeWitt_________________ PRESENT
Director Katherman_______________ PRESENT
Director Allen____________________ PRESENT
Director Murray__________________ EXCUSED
Director Calderon________________ EXCUSED

2. PLEDGE OF ALLEGIANCE
Director Allen led the Pledge of Allegiance.

3. INVOCATION
Director Allen gave the Invocation.

4. PUBLIC COMMENT
Pursuant to Government Code Section 54954.3
None

5. ADDITIONAL ITEMS TO THE AGENDA
There were no additional items added to the agenda.

6. CONSENT CALENDAR

6A. APPROVE THE MINUTES OF FEBRUARY 6, 2020 BOARD OF DIRECTORS MEETING
Staff Recommendation: Staff recommends that the Board of Directors approve the minutes of the February 6, 2020 Board of Directors Meeting as submitted.

6B. 36-MONTH LEASE AGREEMENT WITH NEOPOST FOR DISTRICT’S POSTAGE MACHINE
Recommendation: The Board of Directors authorize entering into an agreement with NeoPost for the District’s postage machine at their February 6, 2020 meeting for an amount not to exceed $17,200. Because the actual contract was not presented at the February 6, 2020 meeting, the recommendation is for the Board to authorize entering into the attached contract with NeoPost, subject to approval as to form by District Counsel.

First: Katherman
7. CLOSED SESSION
The Board went into closed session on the following matters at 10:03 a.m.

7A. Conference with Legal Counsel – Anticipated Litigation, pursuant to Government Code §54956.9 (b), Two (2) Matters

8. CLOSED SESSION REPORT
The Board reconvened in open session at 11:27 A.M.

District Counsel H. Francisco Leal reported that the Board had been briefed by Counsel and staff and that no formal action was taken.

9. ADJOURNMENT
There being no further business to come before the Board, the meeting was adjourned at 11:29 AM.

_____________________________
Chair

ATTEST:

_____________________________
Member

Approved in minutes of:

_____________________________
DATE: MARCH 19, 2020

TO: BUDGET ADVISORY COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: APPROVE THE MINUTES OF THE FEBRUARY 26, 2020 SPECIAL JOINT BOARD OF DIRECTORS/BUDGET ADVISORY COMMITTEE MEETING

SUMMARY

A special joint meeting of the Board of Directors and Budget Advisory Committee of the Water Replenishment District of Southern California was held on Thursday, February 26, 2020 at 2:19 PM in the 4040 Paramount Boulevard, Lakewood, California 90712. President Vera Robles-DeWitt called the meeting to order and presided thereafter.

FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends that the Board of Directors approves the minutes of the February 26, 2020 Special Joint Board of Directors/Budget Advisory Committee Meeting as submitted.
MINUTES OF FEBRUARY 26, 2020
SPECIAL JOINT MEETING OF THE BOARD OF DIRECTORS/BUDGET ADVISORY COMMITTEE OF THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

A special joint meeting of the Board of Directors and Budget Advisory Committee of the Water Replenishment District of Southern California was held on Thursday, February 26, 2020 at 2:19 PM in the 4040 Paramount Boulevard, Lakewood, California 90712. President Vera Robles-DeWitt called the meeting to order and presided thereafter.

1. DETERMINATION OF A QUORUM
Quorum Present: Yes

Meeting Attendees: Excused or Late Arrival Time:
President DeWitt_________________ PRESENT
Director Katherman_______________ PRESENT
Director Allen____________________ 2:19 Arrival
Director Murray___________________ PRESENT
Director Calderon________________ EXCUSED

2. PLEDGE OF ALLEGIANCE
WRD Board President DeWitt led the Pledge of Allegiance.

3. INVOCATION
President Dewitt Gave the Invocation.

4. PUBLIC COMMENT
Pursuant to Government Code Section 54954.3
None

5. FISCAL YEAR 2020-21 BUDGET PREVIEW
Staff Recommendation: For discussion and possible action.

Assistant General Manager/Chief Operating Officer Rob Beste provided a presentation. Manager of Water Resources Diane Gatza also presented. Discussion followed.

Upon a motion made by Jason Wen of the City of Lakewood and seconded by Mark Anderson of the City of Lomita, the Budget Advisory Committee recommended that the upper limit be set at 5%.

6. ADJOURNMENT
There being no further business to come before the Board and Committee, the meeting was adjourned at 3:53 PM.
Chair

ATTEST:

_____________________________

Member

Approved in minutes of:

_____________________________

Meeting Date: 3/19/2020   Item No. 6D
DATE: MARCH 19, 2020
TO: BUDGET ADVISORY COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: APPROVE THE MINUTES OF THE FEBRUARY 27, 2020 SPECIAL BOARD OF DIRECTORS MEETING

SUMMARY
A special meeting of the Board of Directors of the Water Replenishment District of Southern California was held on Thursday, February 27, 2020 at 10:49 AM at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. President Vera Robles-DeWitt called the meeting to order and presided thereafter.

FISCAL IMPACT
None

STAFF RECOMMENDATION
Staff recommends that the Board of Directors approves the minutes of the February 27, 2020 Special Board of Directors Meeting as submitted.
MINUTES OF FEBRUARY 27, 2020
SPECIAL MEETING OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

A Special meeting of the Board of Directors of the Water Replenishment District of Southern California was held on Thursday, February 27, 2020 at 10:49 AM at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. President Vera Robles-DeWitt called the meeting to order and presided thereafter.

1. DETERMINATION OF A QUORUM
   Quorum Present: Yes
   Meeting Attendees: President DeWitt, Director Katherman, Director Allen, Director Calderon, Director Murray
   Excused or Late Arrival Time: President DeWitt, Director Katherman, Director Allen, Director Calderon, Director Murray

2. PLEDGE OF ALLEGIANCE
   President Dewitt led the Pledge of Allegiance.

3. INVOCATION
   Director Calderon gave the Invocation.

4. PUBLIC COMMENT
   Pursuant to Government Code Section 54954.3
   None

5. ADDITIONAL ITEMS TO THE AGENDA
   There were no additional items added to the agenda.

6. CONSENT CALENDAR
   6A. DEMANDS - DECEMBER 2019 AND JANUARY 2020
      Finance/Audit Committee Recommendation: The Finance/Audit Committee recommends that the Board of Directors receive and file the monthly demands for December 2019 and January 2020.

   6B. EXPENSES OVER 90 DAYS
      Finance/Audit Committee Recommendation: The Finance/Audit Committee recommends that the Board of Directors approve expenses over 90 days.

   6C. FINANCIAL STATEMENTS - DECEMBER 2019 AND JANUARY 2020
      Finance/Audit Committee Recommendation: The Finance/Audit Committee recommends that the Board of Directors approve the Financial Statements for December 2019 and January 2020.
6D. RESERVES, CASH AND INVESTMENT REPORTS - DECEMBER 2019 AND JANUARY 2020

Finance/Audit Committee Recommendation: The Finance/Audit Committee recommends that the Board of Directors approve the Reserves, Cash and Investment Reports for December 2019 and January 2020.

6E. TRUST FUND REPORTS - DECEMBER 2019 AND JANUARY 2020

Finance/Audit Committee Recommendation: The Finance/Audit Committee recommends the Board of Directors approve the Trust Fund Reports for December 2019 and January 2020.

6F. APPROVAL OF A SPONSORSHIP FOR THE ROUNDHOUSE MARINE AQUARIUM

External Affairs Committee Recommendation: The External Affairs Committee recommends that the Board of Directors approve a $5,000 sponsorship the Roundhouse Marine Aquarium.

<table>
<thead>
<tr>
<th>First</th>
<th>Katherman</th>
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<tbody>
<tr>
<td>Second</td>
<td>Calderon</td>
</tr>
<tr>
<td>Discussion</td>
<td>None</td>
</tr>
<tr>
<td>Vote</td>
<td>DeWitt, Yes; Katherman, Yes; Calderon, Yes; Allen, Yes; Murray, Excused</td>
</tr>
<tr>
<td>Result</td>
<td>CONSENT CALENDAR PASSED</td>
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7. APPROVE ENTERING INTO AN AGREEMENT TO JOINTLY FUND A THIRD-PARTY REVIEW OF GROUNDWATER MODELING ALONG THE COUNTY LINE BETWEEN WRD AND OCWD

Water Resources Committee Recommendation: The Water Resources Committee recommends that the Board of Directors enter into an agreement, subject to approval as to form by District Counsel, with Orange County Water District to jointly fund a third-party review of groundwater modeling along the county line for an amount of WRD’s share not to exceed $100,000.

Manager of Hydrogeology Brian Partington provided an overview.

<table>
<thead>
<tr>
<th>First</th>
<th>Katherman</th>
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<tbody>
<tr>
<td>Second</td>
<td>Calderon</td>
</tr>
<tr>
<td>Discussion</td>
<td>None</td>
</tr>
<tr>
<td>Vote</td>
<td>DeWitt, Yes; Katherman, Yes; Calderon, Yes; Allen, Yes; Murray, Excused</td>
</tr>
<tr>
<td>Result</td>
<td>ITEM 7 PASSED</td>
</tr>
</tbody>
</table>
8. ADOPT RESOLUTION NO. 20-1126 NEGOTIATED TAX EXCHANGE RESOLUTION ANNEXATION OF PROJECT L 071-2019 TO COUNTY LIGHTING MAINTENANCE DISTRICT 1697

Administrative Committee Recommendation: The Administrative Committee recommends that the Board of Directors adopt Resolution No. 20-1126 approving and accepting the negotiated tax exchange resolution annexation of project L 071-2019 to County Lighting Maintenance District 1697.

Assistant General Manager/Chief Administrative Officer Ted Johnson briefly presented this item.

First: Katherman
Second: Calderon
Discussion: None
Vote: DeWitt, Yes; Katherman, Yes; Calderon, Yes; Allen, Yes; Murray, Excused
Result: ROLL CALL VOTE PASSED 4-0; RESOLUTION NO. 20-1126 ADOPTED

9. DISTRICT COUNSEL'S REPORT
None

10. AB 1234 COMPLIANCE REPORTS AND DIRECTOR'S REPORTS
Compliance reports were submitted in writing.

There were no director's reports.

11. WRD BOARD MEETING DATES

11A. Thursday, March 5, 2020 - 9:30 AM - Regular Board of Directors Meeting

11B. Thursday, March 19, 2020 - 9:30 AM - Regular Board of Directors Meeting

11C. Thursday, April 2, 2020 - 9:30 AM - Regular Board of Directors Meeting

11D. Thursday, April 16, 2020 - 9:30 AM - Regular Board of Directors Meeting

12. CLOSED SESSION
The Board recessed into closed session at 10:57 AM.

12A. Public Employee appointment pursuant to Govt. Code 54957: Position: Senior Government Affairs Representative

13. CLOSED SESSION REPORT
The Board returned from closed session at 11:42 AM. Upon being provided an update, no formal action was taken by the Board.

14. ADJOURNMENT
There being no further business to come before the Board, the meeting was adjourned at 11:43 AM.
Chair

ATTEST:

_____________________________
Member

Approved in minutes of:

_____________________________
MEMORANDUM
ITEM NO. 6F

DATE: MARCH 19, 2020
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AWARD OF GENERAL SERVICES AGREEMENT WITH GEIGER WEST FOR PROMOTIONAL ITEMS

SUMMARY
As part of WRD outreach program, the District distributes WRD branded promotional items throughout its service area. Promotional products are an effective marketing tool that allow the District to connect with residents in the service area by promoting water conservation with conservation-focused items like shower timers, reusable grocery totes, and pet waste bags.

WRD-branded items have helped the District become recognizable in its service area. WRD’s conservation focused promotional items ensure that the District can create a presence in the vast service area and communicate with local elected leaders and residents about WRD’s projects and programs that help secure a sustainable groundwater supply in southern Los Angeles County.

On February 6, 2020 the Board of Directors approved the preparation and release of a request for proposals for promotional items.

The District received four (4) proposals by the deadline on March 2, 2020.

<table>
<thead>
<tr>
<th>Name of Vendor</th>
<th>Vendor</th>
</tr>
</thead>
<tbody>
<tr>
<td>AMC Promotional Products</td>
<td>Geiger</td>
</tr>
<tr>
<td>Authentic Promotions</td>
<td>Gorilla Marketing</td>
</tr>
</tbody>
</table>

After reviewing the proposals, staff recommends that Geiger West be awarded a contract for $80,000 to provide promotional items for the District.

FISCAL IMPACT
The total cost of this one-year contract is $80,000. There are sufficient appropriations in the current fiscal year EAC operating budget.
EXTERNAL AFFAIRS COMMITTEE RECOMMENDATION

The External Affairs Committee recommends that the Board of Directors enter into a general services agreement, subject to approval as to form by District Counsel, with Geiger West for an amount not to exceed $80,000 for a one-year contract.
GENERAL SERVICES AGREEMENT
GEIGER WEST

This General Services Agreement (the “Agreement”) is made and entered into this 19th day of March, 2020, by and between the Water Replenishment District of Southern California (“District”) and Geiger West, (“Contractor”) (collectively the “Parties” or individually as “Party”) for the furnishing of certain professional services upon the following terms and conditions.

1. **Scope of Services.** Contractor shall perform the scope of services described in Exhibit A (hereinafter referred to as “Services”), attached hereto and incorporated herein by this reference. Tasks other than those specifically described in Exhibit A shall not be performed without a prior written amendment to this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

   1.1 **Standard of Performance.** In performing the scope of services under this Agreement, Contractor shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession.

   1.2 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services in connection with this Agreement.

2. **Term.** The term of this Agreement shall commence on March 19, 2020 and shall end on March 19, 2021 (the “Expiration Date”). At least 60 days prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Contractor, the cost of such Services relative to the benefits, and the need for any continuation of the services.

2.1 **Termination by District**

   2.1.1 **Termination for Convenience.** The District may terminate this Agreement for its convenience at any time twenty-four hour written notice to Contractor. Contractor's compensation in the event of such a termination shall be exclusively limited to payment for all authorized services performed and for all authorized expenses incurred up to the effective date of such termination. Contractor understands and agrees that it shall not be entitled to any additional compensation or reimbursement whatsoever in the event of such termination.
3. **Contractor’s Compensation.** District will compensate Contractor for services performed and for expenses incurred pursuant to this Agreement as follows:

3.1 **Fee.** District hereby agrees to pay Contractor for the Scope of Services, whether by fixed price, hourly rates subject to fixed rate schedule, pursuant to the fee schedule attached as Exhibit B and incorporated herein by this reference, which may not be changed except with District’s written approval. Total compensation for work performed under this Agreement shall not exceed Eighty Thousand Dollars ($80,000.00).

3.2 **Reimbursable Expenses.** No expenses, costs, or liabilities of Contractor shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the scope of services (Exhibit A) and in the fee schedule (Exhibit B).

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

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

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

4.3 District will not make any payments to Contractor, or Contractor’s employees, which rely upon employee status, including, but not limited to, FLSA and other overtime and minimum wage requirements, prevailing wage laws, worker’s compensation benefits, FMLA, CFRA, Paid Leave, and unemployment benefits. Contractor shall defend and indemnify the District for any payment, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to make any such payment or otherwise provide the benefits of such laws as a result of any determination that Contractor, or any of Contractor’s employees, is an employee rather than an independent contractor of District.
4.4 Contractor shall comply with the Political Reform Act of 1974, as amended including, but not limited to, disclosure of all conflicts of interest and other financial disclosure requirements required thereunder.

5. **Instructions to Contractor.** In the performance of the services set forth in this Agreement, Contractor shall report to and receive instructions from the following person on behalf of the District: Angie Mancillas, Manager of External Affairs and Monica Sider, Senior Public Affairs Representative.

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

7. **Compliance With Laws and Regulations; Licensing.** Contractor shall perform its services under this Agreement in compliance with all applicable provisions of Federal, State and local laws, statutes, codes, rules, regulations, ordinances and professional standards, including prevailing wage compliance if applicable (“Applicable Laws”). By entering into this Agreement, Contractor represents and warrants that it possesses and will keep current all license and registrations required by Applicable Laws to enter into this Agreement and to perform the scope of services hereunder.

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

8.1 **Required Policies.**

8.1.1 **Commercial General Liability Insurance** (contractual, products, and completed operations coverages included) with a combined single limit of no less than $1,000,000 and a general aggregate limit of no less than $1,000,000.
8.1.2 Business or Comprehensive Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than $1,000,000 per accident.

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

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

8.2 Required Terms.

8.2.1 All policies except workers’ compensation shall name as additional insureds the Water Replenishment District of Southern California, its directors, officers, employees, agents and representatives.

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

8.2.3 All policies shall provide that coverage cannot be cancelled without twenty (20) days prior written notice to the District.

8.2.4 All insurance required under this Agreement shall be considered primary to any insurance maintained by the District.

8.2.5 All policies shall include waivers of subrogation in favor of the District and its insurers.

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

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

10. Warranty.
10.1 In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Services (including but not limited to all equipment and materials supplied in connection therewith) shall be free from defects in design and workmanship, and that Contractor shall perform all Services in accordance with all applicable engineering, construction and other codes and standards, and with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying services of a nature similar to the Services in question. Contractor further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work, Contractor shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Agreement. In addition to all other rights and remedies which District may have, District shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further services which may be required to correct any deficiencies which result from Contractor’s failure to perform any Services in accordance with the standards required by this Agreement. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof), any equipment, goods or other materials or Services used or provided by Contractor under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable notice from District, replace or repair the same to District’s satisfaction. Unless otherwise expressly permitted, all materials and supplies to be used by Contractor in the performance of the Services shall be new and best of kind.

10.2 Contractor hereby assigns to District all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Services.

11. Arbitration and Attorneys’ Fees. Any dispute arising from or relating to this Agreement shall be submitted to final and binding arbitration before an arbitrator who is a member of the National Academy of Arbitrators. The parties will obtain a list of five names of potential arbitrators from the National Academy of Arbitrators, or the American Arbitration Association, and will take turns striking the names of arbitrators until one arbitrator remains, who shall preside over the arbitration. The arbitrator will have no power to rewrite any of the terms of this Agreement. The parties shall split the cost of the arbitrator’s fee and any court reporter required by the arbitrator or if both parties agree to having the proceedings taken down by a court reporter. The prevailing Party in any action arising from or relating to this Agreement shall be entitled to recover its reasonable attorneys fees, expert witness fees and arbitration fees and costs in addition to any other relief and recovery ordered by the arbitrator or other tribunal hearing any matter related to this Agreement.
12. **Conflict of Interest.** No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Agreement, or any contract or subcontract relating to work to be performed pursuant to this Agreement, shall become directly or indirectly personally interested in this Agreement or in any part thereof. Contractor shall not accept employment or contract during the term of this Agreement with any firm or individual for the provision of services if such employment or contract would conflict directly with the Services provided to the District under this Agreement.

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

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

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

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

If to the District:

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

Accounts Payable
Water Replenishment District of Southern California
4040 Paramount Blvd.
Lakewood, CA 90712
(562) 921-5521

If to Contractor:

Carrie Lautner, Brand Consultant
Geiger West
1525 Aviation Blvd. #115
Redondo Beach, CA 90278
Phone: (310) 937-0996
Email: clautner@geiger.com

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

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

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

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

[SIGNATURES ON THE NEXT PAGE]
IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed the day and year first above written.

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Signature
Vera Robles DeWitt
Print Name
President, Board of Directors
Title

Signature
Print Name
Secretary, Board of Directors
Title

GEIGER WEST, ("CONTRACTOR")

Signature
Print Name
Title

Approved As To Form
LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
EXHIBIT A
SCOPE OF WORK

Contractor shall perform the scope of work described in the Contractor’s proposal attached hereto as Exhibit A-1.
EXHIBIT A-1

CONTRACTOR’S PROPOSAL
Request For Proposal #RFP-19-006

Submitted by: Carrie Lautner
Brand Consultant
Geiger West
1525 Aviation Blvd. #115
Redondo Beach, CA 90278
p. 310.937.0996
e. clautner@geiger.com

Date of proposal submission: 02/28/20
February 28, 2020

Melody Wu  
Project Administrator  
Water Replenishment District of Southern California  
4040 Paramount Blvd.  
Lakewood, CA 90712

Dear Melody:

My name is Carrie Lautner, and as a sales representative of Geiger, I am privileged to submit a proposal to continue servicing the promotional product needs of WRD. Our organizations have been doing business together since 2005. Over those years, I feel we have developed a detailed understanding of WRD’s promotional product needs and the message it wants these products to deliver at their community outreach and educational events.

I know that water conservation, environmental sustainability, and educating the community about those issues are major goals of WRD. These goals are top of mind when I propose promo ideas and the messages to be printed on them to WRD’s Public Affairs Representative, and will continue to be so. Our promotional product industry now offers many more sustainable and eco-friendly product options, which will give WRD more choices for delivering their important messages through this advertising medium.

Since working with WRD on the promotional materials for their first Ground Water Festival in 2008 and every one since then, along with all their other important events such as the ARC Grand Opening, Anniversary celebrations, etc., we know how important it is to provide on time delivery for every single order. We are used to working under tight deadlines and due to our long-standing relationship I am aware of the dates of these important events, which helps me to facilitate ordering on time to avoid rush fees and/or expedited shipping. This experience means the best and most applicable promo products can be received for a specific event in the most efficient and economical manner. We hope to continue this long-standing invaluable business partnership.

Sincerely,
Carrie Lautner  
clautner@geiger.com  
310.937.0996

Signed By: David Geiger, General Counsel  
______________________________
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1.1 Company Background

I have been in the promotional products industry for 25 years and with Geiger for 20 of those years. I have stayed with Geiger because of their business practices, philosophy, and their extensive resources that provide the best possible support for my clients' business needs. Geiger's advantages include volume discounts due to their buying power, departments dedicated to product safety compliance, deep investment in technology, an emphasis on process improvements to keep operating expenses efficient, global sourcing capabilities, the ability to accommodate clients' needs for invoicing that integrates with their procurement systems, purchase orders, and terms. I also stay because of their social and environmental business practices. If we want to do business with companies and organizations who operate in a social and environmental conscientious way, we need to do so ourselves! I do not believe there is another firm out there that can offer all those resources and advantages.

Geiger is one of the largest family-owned and managed as well as most respected companies in the promotional products industry. We are the largest privately held promotional products distributor in the world. Our history spans 5 generations and 3 centuries. We were incorporated in 1878 when brothers Andrew and Jacob took over their father's two-room print shop in Newark, New Jersey. A staff of 4 produced a small line that included advertising calendars, fans, and greeting cards. In the early 1900s, the second-generation brothers, Frank, Charles, and George added date books and diaries to their expanding line. In the 1930s, Frank's two sons, Ray and Frank, led the firm into the distribution of advertising specialty products produced by other companies. Concurrently, Ray acquired the famous Farmers' Almanac™, becoming its 6th editor and tireless promoter for 60 consecutive years. In 1955 the company moved their headquarters to its current location in Lewiston, Maine. Two of Ray's sons, Gene and Peter, manage the company today. Under their guidance, Geiger has experienced unprecedented growth and success, earning numerous business and civic honors. Gene's son, David, works in the company as the 5th generation of Geigers with the intention of carrying the legacy well into the future. While we have a long and storied history, we are future focused, investing millions of dollars in technology upgrades both internally and customer facing.

Currently 375+ talented associates work to support more than 400 promotional consultant sales representatives across the United States who service more than 50,000 active clients from 16 field offices in the US and our offices and distribution centers in Europe.
Geiger is a global full-service promotional products company that has extensive experience with in-house brand management, product sourcing, graphic services, website development, ecommerce solutions, company stores, in-house embroidery services and complete warehousing and distribution capabilities.

**Our Competitive Advantage**

Many of our major competitors handle promotional products as a commodity with price being the critical guiding factor in their business model. Geiger is a creative house with a singular focus on enhancing our clients’ brands with the right products. We work closely with our customers to understand their needs and with our trusted vendors to provide the best results. We are well known among leaders in the industrial markets we serve as being able to provide products and services that are uniquely fitted to their specific needs.

Since Geiger is privately held, we do not report to shareholders. This gives us great flexibility to direct our resources, platforms, and services to where our customers need them most. We also have the sales and broad customer base over which we amortize our operating costs significantly more than our competitors.

Finally, we are a progressive company that cares about product safety and environmental stewardship. We have a full-time director of compliance to ensure your brand is protected by ensuring high quality goods are produced from responsible sources of manufacturing. We also have a contract with UPS as a carbon neutral shipper – offsetting the emissions from every package we send.

*Our focus is on building your brand. We do this through unparalleled service, supplier relationships, and cost containment through continuous improvement and our sustainable culture*

**AWARDS ACCOLADES AND RECOGNITION**

Geiger is a member of countless national and international organizations. We are a founding member of our industry’s trade association, Promotional Products Association International (PPAI), a top 10 distributor member of the industry’s largest member organization, Advertising Specialty Institute (ASI), the Fair Labor Association (FLA), the System for Award Management (SAM) for US Government work, and Lean for continuous improvement, to name a few. In addition, our nearly 800 employees and sales reps represent us in well-respected professional and volunteer organizations throughout the country. Internationally, we are the sole US member of WAGE (World Advertising Gift Exchange) and our President & CEO Jo-an Lantz is the current Secretary & Treasurer of that group.

Geiger is arguably the most respected and trusted distributor firm in our industry. Our employees have accumulated countless awards over its long history (both professional and civic/community recognitions). Some of the most recent awards include:
• 2017 Business Leadership Award (L/A Metro Chamber of Commerce)
• 2018 Best Places to Work in ME (#9, Large Companies)
• 2019 Greatest Companies to Work For (PPB)
• 2019 Counselor Magazine Best Places to Work

The industry standard in awards are called “Pyramids” and are given to individuals and companies recognizing the outstanding use of promotional products in a variety of categories. Geiger has received more of these awards than any other company in the industry. This past year, we won 10 top awards for the creative, unique promotional campaigns we have developed for our clients, and again, this is the most of any distributor in our industry.

Geiger has more PPAI Hall of Fame members than any other company in the industry. Our leaders are included in the ASI Power 50 people of our industry every year. We are a founding member of PPAI and have been a Top 10 distributor for as long as our industry has kept track.

These accolades define who we are as a company. Our people care about our clients and demonstrate it through achieving the highest standard of success. One of our proudest metrics is the fact that we have some clients that have been with us for well over 30 years.

SOCIAL RESPONSIBILITY

Our good corporate citizenship is a great source of pride for Geiger. This dedication to ethical behavior manifests as a great deal of work towards social responsibility and environmental sustainability.

With regards to social responsibility, we are members of the Fair Labor Association (FLA). We conduct factory visits to ensure fair labor and when possible use FLA partners. This ensures that the our client's brand is protected by sourcing high quality goods from responsible sources of manufacturing. We have also been recognized for our philanthropic and public service work. Accolades for our public interest efforts include but are not limited to:
• In 2007, the city of Lewiston broke ground for a new state-of-the-art elementary school, and named it the Raymond A. Geiger Elementary School to show appreciation for all the support that Geiger and the Geiger family have provided the community over the years. The school opened in September 2009 and serves as a model for quality education.

• In 2015, the Geiger family contributed to New Beginnings – a local non-profit serving more than 400 homeless and runaway youth each year. The donation helped create the agency’s new headquarters and was named after Ann Geiger – the family’s matriarch.

• In 2016, the Geiger family made a significant donation to the Tree Street Youth initiative - a community center serving inner city youth and their aspirations for higher education. In response, the facility was named the Geiger Center for Learning and Leadership.

• In 2019, Geiger received the Environmental Leadership Award by the Maine Institute for Family-Owned Business.

• Peter Geiger currently serves and has chaired the Maine State Board of Education. He is also currently a board member of Educate Maine - the leading Business/Education group in the State.

ENVIRONMENTAL RESPONSIBILITY

Geiger is perhaps the most environmental responsible distributor in our industry. Our green efforts have been legion and have produced measurable results. Some examples of our commitment to environmental sustainability are:

• Our newly renovated Corporate Office in Lewiston ME was demolished, rebuilt, and renovated all with sustainability in mind:
  ○ The new building is certified at the gold level for Leadership in Energy and Environmental Design (LEED) by the US Green Building Council
  ○ Registered as a Maine Advanced Building
  ○ As part of our construction, we installed a 696-panel solar array on our campus that generates over 100% of our electrical needs.
    ▪ We have also decreased our overall energy use by 66% since 2014.

• During the renovation, we were extremely conscious of the amount of materials that were wasted or ended up in landfills. As a result of this environmentally
responsible approach, less than 10% of our total demolition waste of over 1.7 million pounds went to landfills.

- Geiger has been a partner with UPS to be a carbon neutral shipper® for over 6 years. We are the only promotional products distributor that purchases offsets to help compensate for the release of emissions due to our packages moving through the UPS network, thus reducing the environmental impact of our shipments.
  - Offset projects include reforestation, renewable energy (wind, solar, biomass, hydroelectric), methane and landfill gas destruction, wastewater treatment, and destruction of industrial pollutants.
- Through PrintReleaf, a firm that tracks our paper usage and then engages in offset efforts, all our printed paper and copies are reforested into trees in a Brazilian rainforest.
PRODUCT SAFETY

Geiger has a full-time Product Safety department to ensure we are following CPSIA, Prop 65, and FDA requirements. Our goal is to both enhance and protect your brand. We encourage our clients to use our preferred vendors that have proven experience in the areas of product safety and social compliance. These suppliers subject their products to testing beyond what is done at overseas factories.

We also take an active role in personally conducting factory visits to ensure safe working conditions and responsible labor practices are met, including using FLA certified sources of production. In some cases, we use independent testing firms to further validate results when the risk is especially high, such as children’s products. The Consumer Product Safety Commission (CPSC) itself does not have a certification process in which a decorator is “approved”, rather it is the CPSC that states the rules such as the need for a tracking codes and the requirement for third party testing for things such as lead and then it is up to the decorator to ensure that they are compliant. Now in the case of Geiger, we funnel our contracted youth decoration only to our list of approved decorators, this is due to the high level of risk and liability involved should an item be found to be non-compliant. For those on our list we regularly do physical audits as well as random documentation requests for test reports and other related materials to ensure that they are compliant on an ongoing basis.

Finally, Geiger is a certified hazardous materials shipper with UPS. Training is required for all distribution center workers to ensure proper packaging and labeling.
QUALITY CONTROL AND BRAND MANAGEMENT

Geiger’s supply chain starts with our most trusted vendors. Each year we maintain a list of our best suppliers according to factors like special pricing, volume rebates, samples, incentives, dedicated support, freight, product safety, social compliance and expedited billing. Most of these vendors have a direct connection with factories overseas and in some cases own the entire supply chain. Any new vendors with whom we work are vetted to ensure they meet our quality standards. In addition, Geiger visits factories both domestically and internationally to ensure that the items we source are ethically produced. Product quality issues reported by our customers are tracked and resolved by our Customer Advocate team. That information is reported to our Vendor Relations team who work directly with our manufacturers to develop corrective action plans as necessary.

Logo standards are critical for every Brand! Every product we brand with our client’s logo is proofed and sampled to our clients to ensure the product quality, imprint, color, size, and correct positioning of the logo meet our client's approval. Production does not begin until our client has approved.

1.2 Overview and Approach

We have the ability to successfully complete work assignments such as quotations, sample deliveries, virtual art mock ups, new promo idea presentations for future events, and most importantly, process and deliver completed promotional products orders. We have systems to check an order at every step of the way from receipt to proofing, to delivery and invoicing along with any client’s special requests. We have software programs for order management and product research, as well as product websites, full marketing departments, contracted graphic artists and more. These tools support us in providing full service to our clients for all their promotional product needs. I would continue to maintain close communication with the District Public Affairs representative, and because I’m familiar with their calendar of events and sync my calendar with theirs, I can be proactive at suggesting ideas for new events and prompt them about ordering with enough lead time for product to be produced in time for their event.

My project management approach starts with entering and keeping project timelines in my Outlook calendar and modify as steps are completed. My main form of communication with clients and factories is via email so there is a “paper trail”. Phone calls are my 2nd most frequent form of communication. I provide samples, virtual mock ups and quotations to help a client make decisions about which product would be most applicable for the application they have in mind. Once they decide and an order has been placed it is closely managed by my customer service support person through all the phases of an order.

Geiger works with well vetted vendors that meet strict quality control and product safety requirements. There is plenty of duplication in our industry and we only work with factories that meet our quality standards. We offer WRD unlimited free blank or random
samples so they can test out a product before they order it to be sure it meets the need they had in mind for the application. We also provide free electronic proofs as part of the order process to ensure the logo size, color and location on the product meets our client’s approval. If it’s a new order and I have any concerns whether the logo could print legibly in a small imprint area or a unique shaped or textured product, I will offer a free physical product proof, or one product printed with the client’s art for them to see in person to give final approval before going into full production. With all those safeguards occasionally a product may arrive looking less than satisfactory to a client, in which case we assess the situation and attempt to come up with a fair resolution satisfactory to our client that can include but not be limited to a full credit, full replacement, discounted invoice, etc. All of our shipments are insured so if product gets damaged in transit it can be replaced or credited.

The District could place orders by sending me a detailed email with product name, color, quantity, imprint information and the date they want to receive it. If they are too busy and prefer to call me, that is okay too. If that happens, I’ll send an email right after we speak recapping what they would like to order. Once an order is processed in our system, our client will receive an electronic order confirmation indicating the product that was ordered, the color, quantity, imprint information and the estimated delivery date. One to two days later the client would see an electronic proof showing an image of the product and a mock up showing the logo they requested to be printed on it. Once approved we go into full production and ship the order. A shipping notification is sent to the client the day after an order has shipping with the respective tracking number so they will know exactly when they can expect to receive it.

What distinguishes our firm’s ability to perform these services compared to others is our size, extensive internal resources, and 140+ years of experience. I’ve personally been in the industry in a sales capacity for 20 years and have return clients I’ve worked with for 15 years.

WRD can have any of its promotional products orders delivered to any physical mailing address it wishes, including to multiple shipping addresses. We just need the physical addresses and quantities to be delivered to each and we’ll take care of the rest.

If WRD wanted an order delivered without the products being individually packaged, we can meet that need and have on several occasions in the past. Currently the branded shower timers we’ve sold WRD for many years are packaged specially in paper instead individual plastic bags. To avoid damage in transit, we had the products delivered via messenger service. Single item packaging protects both the product and the imprint from getting damaged, particularly when shipping from out of state. Without that packaging, our factory may not guarantee the product would arrive in unharmed condition. If WRD wanted a particular order to be delivered with no individual packaging, I would work with them on an order by order basis and attempt to source the product they want from a vendor in the closest proximity. More of our factories are moving towards sustainable packaging and we hope that to be more prevalent in the future.
The pricing for additional text only would occur an additional charge if the imprint color of the text was in a different color than the rest of the imprint or if WRD wanted the text placed in a different location on a product, i.e. the opposite site of a tote bag or the back of a t-shirt. The imprint prices are based on the total number of imprint colors and imprint locations. There is more labor and equipment involved in printing a t-shirt with two colors on the front and one color on the back vs. only one color on the front. If WRD wanted to have us typeset WRD Board of Directors' names on a mug underneath their logo in one of the same shades of blue that are in the logo, there would be no additional charge to do that – as we’ve shown in the past.

Set up charges cover the cost of the screens and/or dies used to print the products. If WRD is placing an order for something they have never ordered before or if they have ordered the product but the imprint is different than they have ever ordered before then a NEW screen or die would be required and thus a new set up charge would apply. The average dollar amount for a new screen print set up charge is $55. Laser engraving or full color set up charges can run up to $95. If WRD is reordering a product with the same imprint as they have ordered previously, a “repeat” set up charge is less, close to half the price of a new set and some factories do not charge at all for repeat set up charges. That is on a case by case basis and we just pass those charges on if applicable. Neither Geiger nor our factories profit from the set up charges in our industry, but they are necessary to allow us to imprint your logo.

1.3 Listing of Promotional Items

Below are links to my website and specialty electronic brochures featuring new promo product ideas. We attend regional and national trade shows hosted by our factories where they introduce new product offerings. Additionally, we have informational office meetings hosted by specific factories through out the year, to stay current on new product offerings, branding techniques and more. I collect that information and when I learn of new product ideas I believe would be applicable for WRD, I will start by email images and information about the products and then follow up with complimentary physical samples sent directly to my current contact at WRD.

Website
https://clautner.geiger.com

New 2020 Promo Ideas
https://clautner.geiger.com/c/ideas

On Trend 2020 Promo Ideas
https://clautner.geiger.com/c/pulse

Eco Friendly Promo Ideas
https://clautner.geiger.com/search?q=eco+friendly
1.4 Customer Sales / Service Representative

WRD would be assigned two dedicated representatives from Geiger.

1. **Account Manager - Carrie Lautner.** Her role would be as the primary contact for new projects, new promotional ideas, brainstorming, product questions, order challenges if they arise, etc...
2. **Customer Service - Janet Taylor.** Her role is to provide proofs, order status, quotations, samples. She follows orders from submission, to proofing, through deliver to ensure on time delivery.

1.5 Additional Services

**Kitting Services**
Geiger offers Kitting Services on a project by project basis. For example, if WRD needed 1000 drawstring backpacks for an event, with each having one shower timer, one notebook and one baseball hat inserted into them, we could offer that through our kitting services for a small fee.
https://clautner.geiger.com/c/kitting

**Corporate Webstores**
Geiger offers Corporate Webstores. When companies order the same promotional products on a frequent basis, sometimes it can make the ordering process easier for our clients to have an on-line store featuring a specific group of products. This is especially true if client has users ordering from multiple locations.
https://clautner.geiger.com/c/program-capabilities

**Client Tradeshows**
Geiger offers Trade Shows exclusively for our clients. Every April Geiger West invites its top factories to host a tradeshow exclusively for Geiger’s clients. This gives our clients the opportunity to see, touch and feel the latest products and hear about case histories direct from our factory representatives. This year’s event is **April 15th at the Double Tree Hotel in Santa Ang.**

**Product Safety Compliance**
Geiger has a product safety department dedicated to ensure the products you purchase from us are not only quality products that enhance your brand, but that they are also safe to use, and comply with Federal and state laws. Our product manufacturers monitor their supply chains and use third party labs to assure compliance with applicable CPSIA, FDA, FCC, and state regulations.
Client Tradeshows
Geiger offers Trade Shows exclusively for our clients. Every April Geiger invites its top factories to a tradeshow hosted exclusively for Geiger’s clients. This gives our clients the opportunity to see, touch and feel the latest products and hear about case histories direct from our factory representatives. This year’s event is April 15th at the Double Tree Hotel in Santa Ana

1.6 Client References and Experience

Kaylee Weatherly, APR
Public Information Officer
Long Beach Water Department
1800 E. Wardlow Road Long Beach CA 90807
O: 562.570.2314
C: 562.714.8250
Kaylee.Weatherly@lbwater.org
I’ve been providing the LBWD promotional products for their community outreach and education events since 2005. Average annual sales volume $20k-$25k

Tracy Tuscany
Purchasing Lead
SCAN Health Plan
3800 Kilroy Airport Way, Ste 100
Long Beach, Ca 90806
ttuscany@scanhealthplan.com
562-308-4328
Scan Health Plan is a health insurance for seniors. I have been providing the promotional products for them since 2006. They use promotional products for their community outreach and marketing events to promote open enrollment, independent living through their division Independence at Home as and health maintenance through its division, Village Health, and promotional products to reward and incentivize employees. Annual sales volume $150k-$200k

Michelle Park
Corporate Director of Marketing
4 Park Plaza, Suite 1700, Irvine, CA 92614
Phone: (949) 242-1418
Email: MichellePark@mbk.com Website: MBKSeniorLiving.com
MBK Senior Living is a real estate company that owns 34 different assisted living locations. I have been providing them with promotional products for all their community outreach and marketing events since 2010. Annual sales volume $150k-$200k
1.7 Conflict of Interest

Neither myself, Carrie Lautner, nor Geiger or firms contracted with or associated with Geiger have a conflict of interest with this project. We will also exercise reasonable efforts to prevent any actions or conditions that could result in a conflict of interest in the future if awarded this RFP.

1.8 Other information

Geiger has the insurance coverage WRD is requiring in section 12 of the District’s standard General Services Agreement. We are happy to provide certificates of insurance upon request.

Geiger does not have any extraordinary litigations or claims outside the normal course of business.

1.9 WRD Standard Contract

Geiger will work with WRD in good faith to agree to enter into contract with WRD based on WRD’s General Services Agreement and its terms and conditions specified therein as shown in Exhibit B of RFP-19-006.

2.0 Cost

See Exhibit A Part I- Scope of Work and Exhibit A- Promotional Items Pricing Worksheet
<table>
<thead>
<tr>
<th>ITEM #</th>
<th>Item Description</th>
<th>Unit Price</th>
<th>250 QTY</th>
<th>500 QTY</th>
<th>1,000 QTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>24oz Stainless Bottle</td>
<td>24 Oz. Unity Stainless Steel Bottle. Screw On, Spill-Resistant Lid. Wide Mouth Opening. Meets FDA Requirements. BPA Free Colors: Metallic Black, Metallic Blue, SILVER, METALLIC RED. Sizes: 9 1/2&quot; Imprint Sizes: 3&quot; x 2 1/2&quot;, 6&quot; x 2 1/2&quot;, 1 1/2&quot; (ALL PRICING INCLUDES 1 COLOR 1 LOCATION IMPRINT)</td>
<td>Based on quantity ordered</td>
<td>$4.85</td>
<td>$4.63</td>
<td>$4.50</td>
</tr>
<tr>
<td>27 oz Sport Bottle</td>
<td>Reusable and recyclable, 27 oz. Poly-Pure transparent water bottle Made and printed in the U.S.A., these eco-friendly beverage containers feature a push-pull lid, contoured shape with finger grips and heavy-wall design for multiple use. Food safe, BPA-free. Size is 9&quot; H x 3 1/2&quot; diameter. 1 Color imprint Imprint Sizes: 2-1/2&quot; H x 9&quot; W, 2-1/2&quot; H x 3-1/2&quot; W Imprint Locations Side, Wrap with 1 3/8 gap.... (ALL PRICING INCLUDES 1 COLOR 1 LOCATION IMPRINT)</td>
<td>Based on quantity ordered</td>
<td>$1.25</td>
<td>$1.19</td>
<td>$1.16</td>
</tr>
<tr>
<td>5-Minute sand Timer</td>
<td>Plastic sand timer with blue sand on this inside. Measures up to five minutes. &gt; Features a suction cup on the back to stick to a variety of surfaces. &gt; Size: 2 1/4&quot;H &gt; Imprint: One color. Multiple colors available for additional charges. &gt; Imprint Area: 1 1/2&quot;W x 1/2&quot;H&gt; Plastic sand timer with blue sand on this inside. (ALL PRICING INCLUDES 1 COLOR 1 LOCATION IMPRINT)</td>
<td>Based on quantity ordered</td>
<td>$1.17</td>
<td>$1.12</td>
<td>$1.09</td>
</tr>
<tr>
<td>Bag Tag</td>
<td>Bag &amp; luggage tag - business card insert. Flexible: spot color screen print &quot; x 4&quot; Sizes: 1 3/4&quot; x 3 1/4&quot; (ALL PRICING INCLUDES 1 COLOR 1 LOCATION IMPRINT)</td>
<td>Based on quantity ordered</td>
<td>$0.82</td>
<td>$0.73</td>
<td>$0.66</td>
</tr>
<tr>
<td>Beach Buckets</td>
<td>87oz Faux with Handle, Sizes: 7.312 &quot; x 6.25 &quot; Materials: High-Density Polyethylene (HDPE) Imprint Sizes: 4.25&quot;H x 6&quot;L (ALL PRICING INCLUDES 1 COLOR 1 LOCATION IMPRINT)</td>
<td>Based on quantity ordered</td>
<td>$1.71</td>
<td>$1.63</td>
<td>$1.59</td>
</tr>
<tr>
<td>Coasters</td>
<td>Cork coaster Made from ¼&quot; thick all natural cork. Absorbent &amp; durable; W x 4.625&quot; H Imprint Area 2&quot; W x 2.25&quot; H Maximum Imprint Colors 4 imprint on front and back side. (ALL PRICING INCLUDES 1 COLOR 1 LOCATION IMPRINT)</td>
<td>Based on quantity ordered</td>
<td>$0.43</td>
<td>$0.41</td>
<td>$0.40</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Based on</td>
<td>Price 1</td>
<td>Price 2</td>
<td>Price 3</td>
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<tr>
<td>Crayons</td>
<td>6-Piece Crayon Set &lt;br&gt; Sizes: 2” x 3 1/2” x 3/8” &lt;br&gt; Imprint Sizes: 1 1/4” x 1 1/4”, 1 1/4” x 2” &lt;br&gt; <strong>FULL COLOR IMPRINT ON FRONT OF BOX</strong></td>
<td>quantity ordered</td>
<td>$0.82</td>
<td>$0.80</td>
<td>$0.76</td>
</tr>
<tr>
<td>Drawstring Sport Pack</td>
<td>Sturdy 210 Denier Polyester fabric. &lt;br&gt; Reinforced corners, double drawcord closure. &lt;br&gt; Sizes: 14” x 16.5” &lt;br&gt; Imprint Sizes: 9” W x 9” H &lt;br&gt; <em>(ALL PRICING INCLUDES 1 COLOR 1 LOCATION IMPRINT)</em></td>
<td>quantity ordered</td>
<td>$1.82</td>
<td>$1.74</td>
<td>$1.59</td>
</tr>
<tr>
<td>Erasers</td>
<td>Rectangular latex free rubber eraser &lt;br&gt; Sizes: 1 1/8” x 2 1/2” x 1/4” &lt;br&gt; Imprint Sizes: 3/4” H x 1 1/2” W - Screen Print &lt;br&gt; <em>(ALL PRICING INCLUDES 1 COLOR 1 LOCATION IMPRINT)</em></td>
<td>quantity ordered</td>
<td>$0.43</td>
<td>$0.41</td>
<td>$0.40</td>
</tr>
<tr>
<td>FLASHLIGHT</td>
<td>Flashlight with an illuminated imprint &amp; key chain &lt;br&gt; Sizes: 3.75” x .75” &lt;br&gt; Imprint Sizes: 1.5”W x .75”H &lt;br&gt; <em>(ALL PRICING INCLUDES 1 COLOR 1 LOCATION IMPRINT)</em></td>
<td>quantity ordered</td>
<td>$1.85</td>
<td>$1.74</td>
<td>$1.71</td>
</tr>
<tr>
<td>FOLD UP SLING BAGS</td>
<td>Eco-friendly bag &lt;br&gt; sewn-in 4” x 5” pouch with rope closure &lt;br&gt; Sizes: 13.5” x 14.5” &lt;br&gt; Imprint Sizes: 9” W x 8” H” &lt;br&gt; <em>(ALL PRICING INCLUDES 1 COLOR 1 LOCATION IMPRINT)</em></td>
<td>quantity ordered</td>
<td>$2.35</td>
<td>$2.25</td>
<td>$2.19</td>
</tr>
<tr>
<td>Highlighters</td>
<td>Measuring 4.25” x 1.25” &lt;br&gt; Colors: Fluorescent Yellow, Fluorescent Green, Fluorescent Pink, Fluorescent Orangeand is made of acrylic plastic and features an innovative crystal clear tip that eliminates blind spots, &lt;br&gt; Imprint Sizes: 0.625” H x 2” W 1 Color Imprint</td>
<td>quantity ordered</td>
<td>$1.60</td>
<td>$1.53</td>
<td>$1.49</td>
</tr>
<tr>
<td>Journals</td>
<td>Journal with 80 ivory sheets of FSC certified paper with gray lines and saddle-stitching on the spine &lt;br&gt; Sizes: 5 1/4” x 8 3/8” &lt;br&gt; Imprint Sizes: 3” W X 3” H &lt;br&gt; Imprint Methods: Foil Stamp &lt;br&gt; <em>(ALL PRICING INCLUDES 1 COLOR 1 LOCATION IMPRINT)</em></td>
<td>quantity ordered</td>
<td>$3.06</td>
<td>$2.93</td>
<td>$2.84</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Unit Price</td>
<td>Minimum Order</td>
<td>Total Price</td>
<td></td>
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<tr>
<td>Key Tag</td>
<td>Nickel-plated key holder separates easily and locks securely, to hand to valet, snap back in upon return. Process imprint on white label is permanently protected with a clear cover. Size: 3 1/2&quot;</td>
<td>Based on quantity ordered</td>
<td>$2.20</td>
<td>$2.10</td>
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<td></td>
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<td>$2.04</td>
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<td></td>
<td>Four-color</td>
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<tr>
<td>Lens Cleaner Spray</td>
<td>Lens cleaner spray with a microfiber cloth secured inside cap. Size: Case: 4 1/2&quot;w x 2&quot;h. Microfiber Cloth: 4 3/4&quot; Diam. Materials: Microfiber Cloth, Polystyrene (PS) Cap, ABS Bottle. Imprint Size: 7/8&quot;w x 2 1/2&quot;h, 2 1/2&quot; Diam. (2 Color Max)</td>
<td>Based on quantity ordered</td>
<td>$1.65</td>
<td>$1.58</td>
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<td></td>
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<td>$1.53</td>
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<tr>
<td>Lip Balm</td>
<td>SPF15 Lip Balm with Custom Label. Moisturizing with sunscreen. Color Label, Imprint Sizes: 1.75&quot; x 1.4&quot;</td>
<td>Based on quantity ordered</td>
<td>$0.63</td>
<td>$0.60</td>
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<td></td>
<td></td>
<td></td>
<td>$0.59</td>
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<tr>
<td>NON WOVEN TOTES</td>
<td>Materials: 85gsm Non-Woven Polypropylene. Sizes: 12.5&quot; x 13.5&quot; x 8&quot; Imprint Sizes: 7&quot; x 5&quot;</td>
<td>Based on quantity ordered</td>
<td>$0.91</td>
<td>$0.87</td>
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<td></td>
<td></td>
<td>$0.84</td>
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<tr>
<td>Pencils</td>
<td>Pencil w/ High density latex free rubber eraser, #2 graphite insert. Comes in multiple colors. Sizes: 7 1/2&quot; Imprint Sizes: 13/16 H x 41/4 W</td>
<td>Based on quantity ordered</td>
<td>$0.21</td>
<td>$0.20</td>
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<td></td>
<td></td>
<td></td>
<td>$0.20</td>
<td></td>
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<tr>
<td>Pens</td>
<td>Bold metallic colors and silver accents. Guaranteed smooth-writing black ink cartridge, retractable ballpoints.</td>
<td>Based on quantity ordered</td>
<td>$0.46</td>
<td>$0.44</td>
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<td></td>
<td>$0.43</td>
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<tr>
<td>Pet Waste Disposal Bag Holder</td>
<td>Case made of polypropylene plastic and features storage compartment filled with approximately 20 clear, disposable bags. Includes attached silver metal carabiner for use on the go. Size: 3 1/4&quot;W x 2&quot;H x 1 1/2&quot;D Imprint: Pad print Imprint Area: 1&quot;W x 1&quot;H (All Pricing includes 1 color, 1 location imprint)</td>
<td>Based on quantity ordered</td>
<td>$1.23</td>
<td>$1.18</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>$1.14</td>
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<tr>
<td>Item No. 6F</td>
<td>Description</td>
<td>Details</td>
<td>Pricing</td>
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<tr>
<td><strong>RECYCLED COTTON TOTE</strong></td>
<td>The material contains recycled cotton, blended with recycled polyester. Bag weight is 180g or 6.3oz. Sizes: 16.5&quot; x 15&quot; x 0.1&quot; Materials: 70%-80% Recycled Cotton (ALL PRICING INCLUDES 1 COLOR 1 LOCATION IMPRINT)</td>
<td>Based on quantity ordered $2.38 $2.28 $2.21</td>
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<tr>
<td><strong>Retro Sunglasses</strong></td>
<td>The Retro Sunglasses are classic folding eyewear with UV 400 protective lenses. Comes in multiple Colors Sizes: 5.625&quot; x 2&quot; Imprint Sizes: 0.38&quot;H x 1.5&quot;L Imprint: One color</td>
<td>Based on quantity ordered $1.10 $1.05 $1.02</td>
<td></td>
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</tr>
<tr>
<td><strong>Rulers</strong></td>
<td>Twelve inch promotional ruler. Imprint Size: 12&quot; x 7/8&quot; 1 Color imprint Multiple Colors Available</td>
<td>Based on quantity ordered $0.71 $0.68 $0.65</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Silicone Tech Pocket</strong></td>
<td>Econo Silicone Mobile Pocket features adhesive backing 3M™, sticks to the back of your mobile phone. Measuring 2.375&quot; x 3.375&quot;, holds credit cards, drivers licenses, hotel room keys, coins &amp; other small personal items Imprint Sizes: 1.625&quot;w x 1.875&quot;h 1 color imprint</td>
<td>Based on quantity ordered $0.97 $0.93 $0.90</td>
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<tr>
<td><strong>Sport Bottles</strong></td>
<td>28 oz. translucent plastic bottle with push-pull twist-on cap, wide mouth opening and ounce gauge molded into the back. Multiple Colors Available Sizes: 9.5&quot; x 3&quot; x 3&quot; Imprint Size: 3&quot; x 2.5&quot;, 8&quot; x 2.5&quot; 1 color imprint</td>
<td>Based on quantity ordered $1.67 $1.60 $1.55</td>
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<tr>
<td><strong>Stain Stick</strong></td>
<td>Instant Stain Remover Pen Sizes: .338 oz Imprint Sizes: 2.30&quot; x 0.78&quot; Imprint Methods: Full Color Process</td>
<td>Based on quantity ordered $3.50 $3.25 $3.04</td>
<td></td>
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<tr>
<td><strong>Stainless Bent Straws/Cleaners</strong></td>
<td>Straws are made from 18/8 food-grade stainless steel that won't rust, corrode, stain or bend. They are safe, non-toxic, and BPA-free. The straws are dishwasher safe, 1 cleaning Brush comes with each straw qty, each set comes in clear zip lock bag, biodegradable box and silicone tips Imprint Methods: Laser Engraved; BioDegradable box additional=$1.29 each / Silicone tips additional=$1.125 each</td>
<td>Based on quantity ordered $1.89 $1.80 $1.76</td>
<td></td>
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<tr>
<td>Item</td>
<td>Description</td>
<td>Quantity Ordered</td>
<td>Unit Price</td>
<td>Total Price</td>
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<tr>
<td></td>
<td>Stylus Click PENS</td>
<td>Based on quantity ordered</td>
<td>$0.68</td>
<td>$0.63</td>
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<td></td>
<td>0.39&quot; x 5.57&quot;</td>
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<tr>
<td></td>
<td>Imprint Size: 1-5/8&quot; x 1/2&quot;</td>
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<tr>
<td></td>
<td>1 Color Imprint</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Sugar - Free Mints</td>
<td>Based on quantity ordered</td>
<td>$1.51</td>
<td>$1.40</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Small Rectangular Hinged Tin Size: 3 3/4&quot; h x 2 3/8&quot; w</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Sizes: 0.84 oz</td>
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<tr>
<td></td>
<td>Imprint Methods: Full Color on Label, Imprint Sizes: 1 5/32&quot; h x 1 9/16&quot; w</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Tote Bags</td>
<td>Based on quantity ordered</td>
<td>$1.51</td>
<td>$1.44</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grocery tote bag for any purpose, Made from 100 GSM premium non-woven polypropylene and features wide gussets, 20 inch reinforced handles and included black bottom insert</td>
<td></td>
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<td></td>
<td>Sizes: 12&quot; x 13&quot; x 8&quot;</td>
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<tr>
<td></td>
<td>Imprint Sizes: 5&quot; W x 8&quot; H, 4.5&quot; W x 7&quot; H</td>
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<td></td>
<td>Full color or 1 color imprint</td>
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<td></td>
<td>(ALL PRICING INCLUDES 1 COLOR 1 LOCATION IMPRINT)</td>
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</tr>
<tr>
<td></td>
<td>Tumblers</td>
<td>Based on quantity ordered</td>
<td>$7.37</td>
<td>$6.84</td>
<td></td>
</tr>
<tr>
<td></td>
<td>10 oz. tumbler has a stainless steel finish and features a double wall vacuum. It comes with a press-in lid and has copper lining. IMPRINT SIZE: 2 1/2&quot; H x 2 1/2&quot; W</td>
<td></td>
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<tr>
<td></td>
<td>2 SIDED IMPRINT</td>
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<td></td>
<td>1 COLOR IMPRINT</td>
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<tr>
<td></td>
<td>(ALL PRICING INCLUDES 1 COLOR 1 LOCATION IMPRINT)</td>
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</tr>
<tr>
<td></td>
<td>USB Flex Light</td>
<td>Based on quantity ordered</td>
<td>$2.57</td>
<td>$2.39</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Flex light features 5 LED lights &amp; a fully bendable body that easily plugs into any USB port for immediate, computer-powered light</td>
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<tr>
<td></td>
<td>Sizes: 0.5&quot; x 0.5&quot; x 14.625&quot;</td>
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<tr>
<td></td>
<td>1 color imprint</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Materials: Aluminum - 5LED Colors: Medium Blue</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Water Bottle</td>
<td>Based on quantity ordered</td>
<td>$10.14</td>
<td>$9.41</td>
<td></td>
</tr>
<tr>
<td></td>
<td>17 oz double wall 18/8 stainless steel thermal bottle with copper vacuum insulation, threaded stainless steel insulated lid</td>
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<td></td>
<td>Size: 10-3/8 h x 3 w ; 503mL. Imprint Sizes: 3 1/2&quot; x 2 3/4&quot; x 8&quot;</td>
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<td></td>
<td>(ALL PRICING INCLUDES 1 COLOR 1 LOCATION IMPRINT)</td>
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</tr>
<tr>
<td></td>
<td>WATER CUPS</td>
<td>Based on quantity ordered</td>
<td>$0.55</td>
<td>$0.33</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clear plastic branded 9 oz. cups, Made from renewable resources &amp; fully composite</td>
<td></td>
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<tr>
<td></td>
<td>Imprint Sizes: 2.5&quot; x 1.25&quot;</td>
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<td></td>
<td>(ALL PRICING INCLUDES 1 COLOR 1 LOCATION IMPRINT)</td>
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</tbody>
</table>
2.1 Billing

All invoices will be submitted to the District within 30 days of delivery of goods and at a minimum, each invoice will include the following information. Example attached.

- Company Name, Address, and Contact Information
- Contract number,
- Invoice number and Invoice date,
- Date of service or delivery, and arrival and completion time (if applicable)
- Itemized list of products or services delivered,
- Description of purchase (products or services),
- Pricing per unit of purchase, and
- Total amount due (a subtotal cost shall be included followed by the sales tax and shipping and handling fees).
2.2 Order Lead-Time Notifications

The lead-time for the promotional products included in this proposal is 10 working days from proof approval (this does not include shipping time). We will notify the District representatives of lead-times on all order requests including the last ordering date to receive by requested delivery date. We will also notify the District representatives if products have been discontinued and are no longer available along with alternative product suggestions. If the alternative does not meet the District requirements, the District may cancel that particular order under no obligation.

2.3 Green Purchasing Requirements

At Geiger, our green efforts do not stop at our building, practices, or shipments. We believe that “green” products are those which are sustainable and attempt to provide the best outcomes for the human and natural environments both now and into the indefinite future. Many of our suppliers have their own certification of green product lines, so our internal product experts review and designate which items we believe to be sustainable and promote only those to our clients. Certification for all products we feature as environmentally preferred can be provided upon request. Product examples in links below

http://greenguide.geiger.com/#?page=0
EXHIBIT A - SCOPE OF WORK

Geiger and its representatives would provide personalized promotional items in support of the District’s outreach programs and events.

These events would include the District’s annual Groundwater Festival, which usually occurs in the month of May, of which Geiger has provided the promotional items for since the first GWF, and everyone since. We are familiar with the event, the event’s purpose and the increased attendance it has had every year, including last year’s event that attracted a total of 3,000 people that included elected officials, water industry leaders, community members, and children and adults from the public. The items Geiger provided in support of the festival event included branded tote bags, drawstring backpacks, squeeze water bottles, 5-minute sand timers, crayon packs, pencils and notebooks. The quantity of each item ranged from 250 – 3,000. For this annual event in May, I would begin working with the District’s representatives in March through April to discuss ideas, provide samples, quotations, mock ups etc., so they could make a final decision on what they wanted to order, so it could be received in time for the event in May. In my experience working with WRD, the other promotional items are ordered at various times throughout the year on an as-needed basis to keep on hand for on-going outreach events are usually in quantities of 250 – 3,000.

In my experience working with WRD since 2005, as part of its outreach programs, the District is accustomed to distributing the following outreach items: 5-minute sand timer, pet waste disposal bag dispenser, pencils, rulers, erasers, sunglasses, grocery totes, key chains, highlighters, stylus pens, drawstring backpacks, luggage tags with Business Card inserts, lanyards, water bottles, calculators, flash light keychains, notebooks, lip balms, crayons and such all branded with important educational/conservation messages. The District has also asked for ideas on other promotional items for special events such as Anniversaries, the ARC opening, etc…of which we are always happy to provide.

If the District anticipates it will spend between $75,000 to $100,000 annually on promotional items, we are definitely able to accommodate that amount of order volume, as we have done in the past. Once templates, imprint screens for promotional items are produced, Geiger can turn around and deliver repeat orders in no more than three (3) weeks. Geiger understands that all quantities listed are only annual estimates and that the District may purchase an amount above or below the estimates according to the requirements and needs of the District.

For the purpose of this RFP, Geiger has completed Exhibit A - Promotional Items Pricing Worksheet – in this attachment as part of our proposal and are able to provide all items listed.

Other considerations:

• Geiger will work directly with the District’s Public Affairs Representative who manages the overall marketing and outreach campaign for the District.
understands the District will provide all the logos and text needed for promotional item printing of which we have many on file already from previous orders. Geiger is familiar with the WRD pantone colors and logo guidelines. We are also aware that some promotional items only include the District’s logo while other items may also include, but is not limited to, the District’s website, Directors’ names, the District’s message: “Securing Our Water Future Today,” and other agencies’ logos for when the District co-sponsors an event.

• Geiger always provides a print proof of an item prototype to the District for final approval before work is produced.

• Geiger is able to receive print files in industry standard formats such as pdf, jpg, png, and vector files. High resolutions vector format, at least 300 dpi or higher, is the a preferred file format to receive print files.

• Geiger will maintain files for the duration of the contract in the instance that the District request additional items to be printed.

• Geiger and our suppliers will label all packages, boxes and cartons with the contents, number of items, job order number, and ordering department name and contact person that usually comes in the form of a packing slip.
EXHIBIT C: ACCEPTANCE LETTER

Company Name: Geiger Bros. dba Geiger

Address: 70 Mount Hope Ave.
         Lewiston, Maine 04240

Telephone: 310.937.0996

Fax: 

Subject: Solicitation for promotional merchandise

By my signature below, I, on behalf of the Company named above, acknowledge that I have read and understand the subject solicitation and all its attachments. I further acknowledge that, by submission of a submittal, proposal, quotation, or bid in response to the subject solicitation, the Company named above accepts all the terms and conditions, and meets the minimum requirements set forth in the subject solicitation and its attachments, including, but not limited to, the Sample Agreement or the Purchase Order Standard Terms and Conditions.

ACCEPTED:

[Signature]

David J. Geiger, Esq.

Name (please print)
General Counsel

Title
February 28, 2020

Date
EXHIBIT B
CONTRACTOR RATE SCHEDULE

1.0 Contractor shall be compensated for actual services performed in accordance with this Agreement based on the rate sheet as described in Exhibit A-1.

2.0 A budgetary amount of $80,000.00 (which amount applies to Contractor’s fee) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Contractor any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Contractor shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.
DATE: MARCH 19, 2020
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: APPROVAL OF A NO-COST TIME EXTENSION WITH WEST YOST ASSOCIATES FOR THE ALBERT ROBLES CENTER SUPPLEMENTAL RECHARGE WELL PROJECT

SUMMARY
The supplementary recharge well wellhead completion work is the final step needed to allow connection of the ARC Advance Water Treatment Facility (AWTF) and commence direct injection of ARC product water into the underlying aquifers. Following the District's last attempt to bid this work, when no contracts were awarded, it was determined that a different, stepped approach should be taken to: 1) determine if the wells can be redeveloped to a level where they can achieve the minimum total capacity needed and 2) if determined that minimum injection capacities can be obtained, complete the Supplemental Recharge Well Equipment Installation Project.

To facilitate this process and determine if sufficient capacity exists in one or more wells to meet the minimum capacity of the ARC AWTF, the next step is to select a professional services consultant to assist in preparing a program to further develop the injection wells to maximize injectability, stabilize the wells for injection service, perform injection testing, and define the operational limit for wellhead equipment selection.

Tasks include assisting the District in the development of a work plan and new water well contractor bid specifications, confirming compliance of the injection development program, monitoring injection testing by the contractor, and preparing a report on the injection testing and operational limits.

On September 19, 2019, the Board of Directors executed a professional services agreement (Contract No. 1092) with West Yost Associates for the Albert Robles Center Supplemental Recharge Well Project. To date, West Yost Associates has completed the development of the work plan and water well contractor bid specifications for the District complete the Request for Bids (RFB) process and select a construction contractor. To complete the remaining consultant scope of work, WRD would like to amend the West Yost Associates Professional Services Agreement by extending the term through December 31, 2020.
FISCAL IMPACT
None

CAPITAL IMPROVEMENT PROJECTS COMMITTEE RECOMMENDATION
The Capital Improvement Projects Committee recommends that the Board of Directors execute Amendment No. 1 to Contract 1092 for a no-cost time extension, subject to approval as to form by District Counsel, with West Yost Associates for the Albert Robles Center Supplemental Recharge Well Project through December 31, 2020.
AMENDMENT NO.1 TO CONTRACT NO. 1092
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
WEST YOST ASSOCIATES

This Amendment No.1 to Contract No. 1092, is made and entered into this 19\textsuperscript{th} day of March 2020 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and West Yost Associates, (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I. RECITALS

A. WHEREAS, On September 19, 2019, a certain agreement, hereinafter referred to as Contract No.1092 (“Agreement”), was executed between the District and Consultant for the Consultant to provide professional services for the Supplement Recharge Well Project (Project); and

B. WHEREAS, the District and Consultant now desire to enter into this Amendment No.1 to the Agreement in order to extend the term of the Agreement for continued development of the Project.

II. AMENDMENT

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

1. Term of Agreement: The term of the Agreement shall be extended to December 31, 2020 (the “Expiration Date”).

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

WEST YOST ASSOCIATES, ("CONSULTANT")

______________________________
Signature

______________________________
Print Name

______________________________
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

______________________________
Signature

______________________________
Vera DeWitt

______________________________
Print Name

______________________________
President, Board of Directors

______________________________
Signature

______________________________
Sergio Calderon

______________________________
Print Name

______________________________
Secretary, Board of Directors

______________________________
Title

Approved As To Form
LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
EXHIBIT A

CONTRACT NO.1092
DATE: MARCH 19, 2020
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER

SUMMARY
A severe acute respiratory illness caused by the novel coronavirus (“COVID-19”) was first detected in Wuhan City, China in December 2019 and has quickly spread throughout the world. This outbreak has been labeled a pandemic (a disease that is spreading in multiple countries around the world at the same time) by the World Health Organization.

The U.S Center for Disease Control and Prevention (“CDC”) considers the virus to be a serious public health threat. On March 4, 2020 the Governor of California declared a State of Emergency due to the outbreak and spread of COVID-19. On March 10, 2020 the Los Angeles Unified School District (“LAUSD”) and school districts across Los Angeles County adopted emergency Resolutions closing down the schools. On March 13, 2020 the President of the United States declared a national emergency to deal with the COVID-19 crises.

WRD recognizes that it is imperative to prepare for and implement measures to respond to the potential spread of COVID-19. It is also imperative during this time that employees minimize their exposure to group settings to attempt to contain the coronavirus outbreak.

In addition, Section 1102 of the Public Contract Code defines “emergency” to mean a “sudden unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services,” and section 21060.3 of the Public Resources Code and California Environmental Quality Act Guidelines 14 CCR section 15269(c ) defines “emergency” to mean “a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services.”
Therefore, the Board of Directors desires to take the following actions to protect the health and safety of the WRD employees, to help mitigate the rapid spread of COVID-19 in our community, and to continue critical operations of the Water Replenishment District:

(1) Adopt Resolution No. 20-1128, which determines that the circumstances described in the Resolution constitute an emergency condition;

(2) By unanimous vote pursuant to section 20168 of the Public Contract Code authorizes the execution of contracts without advertising or inviting bids; and, notwithstanding competitive bid requirements, authorizes flexibility of Maintenance and Operations (M & O), in order to respond to emergency conditions; and

(3) Authorizes the General Manager and/or his designee to take any and all actions necessary to ensure the continuation of WRD’s operations, and the health and safety of its Staff, including but not limited to provision of leave of absence to employees with pay during this COVID-19 health care emergency.

FISCAL IMPACT
Will vary based on actions taken. Presently, staff are on paid administrative leave from March 17, 2020 to April 3, 2020.

STAFF RECOMMENDATION
Staff recommends that the Board of Directors adopt Resolution No. 20-1128
RESOLUTION NO. 20-1128

A RESOLUTION OF THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA ("WRD") DECLARING A LOCAL HEALTH EMERGENCY REGARDING THE NOVEL CORONAVIRUS ("COVID-19")

WHEREAS, a severe acute respiratory illness caused by a novel coronavirus ("COVID-19") was first detected in Wuhan City, Hubei Province, People’s Republic of China in December 2019; and

WHEREAS, the U.S. Center for Disease Control and Prevention ("CDC") considers the virus to be a serious public health threat, based on current information; and

WHEREAS, on March 4, 2020 the Governor of California declared a State of Emergency due to the outbreak and spread of COVID-19; and

WHEREAS, on March 10, 2020 the Los Angeles Unified School District ("LAUSD") and school districts across Los Angeles County adopted emergency Resolutions closing down the schools; and

WHEREAS on March 13, 2020 the President of the United States declared a national emergency to deal with the COVID-19 crises; and

WHEREAS, as of March 16, 2020, there are 94 reported cases of COVID-19 in LA County, and officials expect the number of cases to increase; and

WHEREAS, strict compliance with various statutes and regulations would prevent, hinder or delay appropriate actions to prevent and mitigate the effects of the COVID-19; and

WHEREAS, it is imperative to prepare for and implement measures to respond to the potential spread of COVID-19; and

WHEREAS, it is imperative during this time that employees minimize their exposure to group settings in order to attempt to contain the coronavirus outbreak; and

WHEREAS, Section 1102 of the Public Contract Code defines “emergency” to mean a “sudden unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services,” and section 21060.3 of the Public Resources Code and California Environmental Quality Act Guidelines 14 CCR section 15269(c ) defines “emergency” to mean “a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services."
NOW, THEREFORE BE IT RESOLVED, That the Board of the Water Replenishment District:

(1) Determines that the circumstances described in the Resolution herein constitute an emergency condition;

(2) By unanimous vote pursuant to section 20168 of the Public Contract Code authorizes the execution of contracts without advertising or inviting bids; and, notwithstanding competitive bid requirements, authorizes flexibility of Materials and Operations (M & O), in order to respond to emergency conditions; and

(3) Authorizes the General Manager and/or his designee to take any and all actions necessary to ensure the continuation of WRD’s operations, and the health and safety of its staff, including but not limited to provision of leave of absence to employees with pay during this COVID-19 health care emergency.

PASSED, APPROVED and ADOPTED by the Board of the Water Replenishment District of Southern California on March ____, 2020 by the following votes:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED: ATTEST:

____________________  ______________________
Vera Robles DeWitt  Secretary, Board of Directors
President, Board of Directors

APPROVED AS TO FORM:

________________________
Leal, Trejo LLP, Attorneys for the Water Replenishment District of Southern California
MEMORANDUM
ITEM NO. 8

DATE: MARCH 19, 2020
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: COORDINATED RESPONSE TO COVID-19 IN REGARD TO GROUNDWATER AND DRINKING WATER IN THE WRD SERVICE AREA

SUMMARY
The Finance Audit Committee has recommended that the Board approve a reallocation of funds to develop and implement a coordinated media response utilizing social media, print media, radio, and television ads to assure the public that COVID-19 is not transmitted through drinking water and that their water supply is free from the virus. This is especially important in disadvantaged communities throughout our service area.

Background
A severe acute respiratory illness caused by the novel coronavirus ("COVID-19") was first detected in Wuhan City, China in December 2019 and has quickly spread throughout the world. This outbreak has been labeled a pandemic (a disease that is spreading in multiple countries around the world at the same time) by the World Health Organization.

The U.S Center for Disease Control and Prevention ("CDC") considers the virus to be a serious public health threat. However, both the CDC and the World Health Organization have confirmed that COVID-19 is not transmitted through water.

Unused advertising funds currently exist in the External Affairs budget that were allocated for advertising for the recently postponed Groundwater Festival and Eco-Gardener Classes, and Earth Day Promotions. These funds can be re-purposed to address COVID-19 and drinking water. An additional $30,000 will come from reserves.

Of these funds, $50,000 will be used to develop a social media program and $50,000 will be utilized for a print media and radio program.
FISCAL IMPACT
$70,000 in advertising funds is currently available in the External Affairs budget and is allocated in EAC/5623, EAE/5623, and 1020/5623. An additional $30,000 is unbudgeted and would come from reserves.

FINANCE/AUDIT COMMITTEE RECOMMENDATION
The Finance/Audit Committee recommends that the Board of Directors approve the remaining advertising budget in the amount of $70,000 to an outreach program aimed at addressing the COVID-19 outbreak and approve an additional $30,000 for this response.