SPECIAL MEETING OF THE EXTERNAL AFFAIRS COMMITTEE
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
4040 PARAMOUNT BLVD., LAKEWOOD, CA 90712
11:00 AM, TUESDAY, NOVEMBER 12, 2019

AGENDA

Each item on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt a minute motion, resolution, payment of any bill, approval of any matter or action, or any other action. Items listed as "For information" 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. PUBLIC COMMENT
   Pursuant to Government Code Section 54954.3

3. APPROVE THE MINUTES OF OCTOBER 21, 2019
   *Staff Recommendation:* The External Affairs Committee approved the minutes as submitted.

4. LEGISLATIVE REPORT
   *Staff Recommendation:* For discussion and possible action.

5. AUTHORIZATION TO PAY FOR THE 2020 WATER CONSERVATION STUDENT ART CALENDAR
   *Staff Recommendation:* The External Affairs Committee recommends that the Board of Directors authorize payment to Continental Colorcraft in an amount not to exceed $15,000 for printing of the 2020 Water Conservation Calendar.

6. AUTHORIZE AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT NO. 935 WITH GREEN MEDIA CREATIONS (GMC) FOR IMPLEMENTING THE WRD ECO GARDENER, ECO-PROFESSIONAL, AND ECO-KIDS EDUCATION AND OUTREACH PROGRAMS
   *Staff Recommendation:* The External Affairs Committee recommends that the Board of Directors approve Amendment No. 3, subject to approval as to form by District Counsel, with Green Media Creations for an additional amount not to exceed $130,000 and expiring on December 31, 2021.

7. AUTHORIZE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT NO. 836 WITH JOHN SCHWADA FOR OUTREACH SUPPORT AND MEDIA SERVICES
   *Staff Recommendation:* The External Affairs Committee recommends that the Board of Directors approve the no-cost time extension as Amendment No.2 to Contract No. 836, subject to approval as to form by District Counsel, with John Schwada and extend the contract term through Dec 31, 2020.
8. **WRD NON-PROFIT ORGANIZATION UPDATE**  
   *Staff Recommendation:* For discussion and possible action.

9. **WRD EDUCATION PROGRAM REPORT**  
   *Staff Recommendation:* For discussion and possible action.

10. **DEPARTMENT REPORT**  
    *Staff Recommendation:* For discussion and possible action.

11. **DIRECTORS’ REPORTS, INQUIRIES AND FOLLOW-UP OF DIRECTIONS TO STAFF**

12. **ADJOURNMENT**  
    *The Committee will adjourn to the next currently scheduled meeting on December 9, 2019, at 11:00 a.m.*

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In compliance with the Americans with Disabilities Act (ADA), if special assistance is needed to participate in the meeting, please contact 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](http://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.
MEMORANDUM
ITEM NO. 3

DATE: NOVEMBER 12, 2019
TO: EXTERNAL AFFAIRS COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: APPROVE THE MINUTES OF OCTOBER 21, 2019

SUMMARY
A special meeting of the External Affairs Committee of the Board of Directors of the Water Replenishment District was held on October 21, 2019 at 11:15 a.m., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Vice Chair Sergio Calderon called the meeting to order and presided thereafter.

FISCAL IMPACT
None

STAFF RECOMMENDATION
The External Affairs Committee approved the minutes as submitted.
MINUTES OF OCTOBER 21, 2019
SPECIAL MEETING OF THE EXTERNAL AFFAIRS COMMITTEE
OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT

A special meeting of the External Affairs Committee of the Board of Directors of the Water Replenishment District was held on October 21, 2019 at 11:15 a.m., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Vice Chair Sergio Calderon called the meeting to order and presided thereafter.

1. DETERMINATION OF A QUORUM
A quorum was present, which included:
Committee: Director Sergio Calderon, Director Vera Robles-Dewitt, Director Rob Katherman; President John D. S. Allen, Director Willard H. Murray, Jr. was excused
Staff: Angie Mancillas; Monica Sijder; Kimberly Badescu; Jenn Swart; Brian Partington
Public: Rick Taylor – Dakota Communications; Maria Kennedy – Kennedy Communications; Julie Chlopecki - Pacific Atlantic Partners; Bob Reeb - Reeb Government Relations, LLC; Bob Giroux, Lang, Hansen, O'Malley & Miller

2. PUBLIC COMMENT
None

3. APPROVE THE MINUTES OF AUGUST 12, 2019 Staff Recommendation: The External Affairs Committee approved the minutes as submitted.

| First:  | Katherman |
| Second: | Allen     |
| Discussion: | None |
| Vote:  | DeWitt, Yes; Allen, Yes; Katherman, Yes; Calderon, Yes; Murray, Excused |
| Result: | ITEM 3 PASSED |

4. APPROVE THE MINUTES OF SEPTEMBER 16, 2019 Staff Recommendation: The External Affairs Committee approved the minutes as submitted.

| First:  | Katherman |
| Second: | Allen     |
| Discussion: | None |
| Vote:  | DeWitt, Yes; Allen, Yes; Katherman, Yes; Calderon, Yes; Murray, Excused |
| Result: | ITEM 4 PASSED |
5. **LEGISLATIVE REPORT** *Staff Recommendation:* For discussion and possible action.

The legislative report was provided via phone call.

Julie Chlopecki of Pacific Atlantic Partners stated that the Energy and Water Appropriations Committee had passed a bill containing funding for the Albert Robles Center that will go through 2021. Discussion followed.

Bob Reeb of Reeb Government Relations stated that there was interest in the legislature in pursuing a General Obligation bond for the November 2020 ballot. Senator Allen had introduced SB 45. Elaboration followed.

Bob Giroux of Lang, Hansen, O'Malley & Miller provided information regarding Bill 519, which gives access to underground storage cleanup funds. Discussion followed.

Manager of External Affairs Angie Mancillas stated that a meeting with Senator Lena Gonzalez was scheduled for the 30th of October.

Manager of Hydrogeology Brian Partington stated that the Division of Drinking Water had recently set regulatory standards on the notification and response level of perfluorinated compounds. Mr. Partington stated that a group of pumpers would be formed to discuss options monthly. Discussion followed.

No action was taken.

6. **CO-HOST WATER EDUCATION FOR LATINO LEADERS WORKSHOPS**

Ms. Mancillas stated that WELL (Water Education for Latino Leaders) had requested that the District co-host two of its upcoming events in South Gate and Pico Rivera. These workshops will be co-hosted by California State Assembly Speaker Anthony Rendon in South Gate and California State Senator Bob Archuleta in Pico Rivera. Discussion followed before a motion was made.

<table>
<thead>
<tr>
<th>First:</th>
<th>Katherman</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second:</td>
<td>Allen</td>
</tr>
<tr>
<td>Discussion:</td>
<td>None</td>
</tr>
<tr>
<td>Vote:</td>
<td>DeWitt, Yes; Allen, Yes; Katherman, Yes; Calderon, Yes; Murray, Excused</td>
</tr>
<tr>
<td>Result:</td>
<td>ITEM 6 PASSED</td>
</tr>
</tbody>
</table>
7. **2019 WRD SPECIAL EVENTS DISCUSSION**
Ms. Mancillas stated that WRD’s 60th anniversary would possibly be held at District headquarters. She then requested direction from the Board.

The Committee agreed to hold the 60th staff party on November 14 at 5 p.m. at District headquarters.

Ms. Mancillas then requested guidance on details of the 2020 Groundwater Festival. After some discussion, it was agreed that the festival would be held on May 9th.

8. **WRD NON-PROFIT ORGANIZATION UPDATE**
Public Affairs Representative Jenn Swart provided a brief update on WRD’s non-profit organization, stating that the by-laws were being finalized and that a presentation would be given before the Board regarding incorporation. Discussion followed.

9. **WRD EDUCATION PROGRAM REPORT**
Senior Public Affairs Representative Monica Sijder stated that she had been working on outreach for the Albert Robles Center, having met with contacts in San Jose at the California Science Teachers Association Conference. Additionally, she had contacted a total of 553 schools. Elaboration followed.

   No action was taken.

10. **DEPARTMENT REPORT**
Public Affairs Representative Kimberly Badescu provided the department report. She stated directors could attend a number of conferences, including the ACWA Fall Conference, the WWA, Urban Water Institute, Water Reuse California, and a number of others. Discussion followed.

Ms. Mancillas stated that copies of the WRD newsletter would be distributed at events.

| First:   | Katherman  |
| Second:  | Allen      |
| Discussion: | None     |
| Vote:    | DeWitt, Yes; Allen, Yes; Katherman, Yes; Calderon, Yes; Murray, Excused |
| Result:  | Subsequent need items 10A and 10B were added to the agenda |

**10A. SPONSORSHIP OF MUJERAS DE LA TIERRA DIA DE LOS MUERTOS**

| First:   | Katherman  |
| Second:  | Allen      |
| Discussion: | None     |
| Vote:    | DeWitt, Yes; Allen, Yes; Katherman, Yes; Calderon, Yes; Murray, Excused |

Packet Page 6 of 62
Result: The District will sponsor the Mujeras De La Tierra Dia De Los Muertos event on November 2nd in an amount not to exceed $5,000

10B. CEREMONIAL SPONSORSHIP OF WOMEN IN THE NAACP

<table>
<thead>
<tr>
<th>First:</th>
<th>Katherman</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second:</td>
<td>Allen</td>
</tr>
<tr>
<td>Discussion:</td>
<td>None</td>
</tr>
<tr>
<td>Vote:</td>
<td>DeWitt, Yes; Allen, Yes; Katherman, Yes; Calderon, Yes; Murray, Excused</td>
</tr>
<tr>
<td>Result:</td>
<td>The District will sponsor the ceremony of Women in the NAACP in an amount not to exceed $2,500</td>
</tr>
</tbody>
</table>

11. DIRECTORS’ REPORTS, INQUIRIES AND FOLLOW-UP OF DIRECTIONS TO STAFF

Director Allen inquired about the date of the forming of the working groups for discussion of perfluorinated compounds. Mr. Partington stated that he was considering dates in November. Discussion followed.

Ms. Mancillas requested the next External Affairs Committee meeting be held on November 12th at 11 a.m. The Committee agreed to hold it then.

12. ADJOURNMENT

There being no further business to come before the Committee, the meeting was adjourned at 12:29 p.m. to the next scheduled meeting on November 12, 2019 at 11:00 a.m.

___________________________
Chair

ATTEST:

___________________________
MEMBER

Approved in minutes of:

___________________________
DATE: NOVEMBER 12, 2019
TO: EXTERNAL AFFAIRS COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: LEGISLATIVE REPORT

SUMMARY
WRD’s Federal and State Legislative Consultants will update the External Affairs Committee on legislation impacting the District. They will also alert the committee about potential funding opportunities available to the district that will allow WRD to accomplish its goals.

In addition, our state consultants will update the committee on WRD sponsored legislation including AB955 (Needs Assessment Legislation) and SB519 (Underground Storage Tank Cleanup Fund Legislation)

Legislative Consultants:
Julie Chlopecki, Pacific Atlantic Partners
Bob Reeb, Reeb Government Relations, LLC
Awet Kidane, Kidane and Associates
Bob Giroux, Lang, Hansen, O’Malley & Miller

FISCAL IMPACT
None

STAFF RECOMMENDATION
For discussion and possible action.
MEMORANDUM
ITEM NO. 5

DATE: NOVEMBER 12, 2019
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AUTHORIZATION TO PAY FOR THE 2020 WATER
CONSERVATION STUDENT ART CALENDAR

SUMMARY
WRD hosts an Annual Student Art Contest which results in the Water Awareness
Calendar. Every year, this contest draws submissions from throughout the service
area. Winning submissions are featured in the calendar and celebrated at the Annual
Groundwater Festival. In addition, 5,000 Calendars are printed and distributed to local
leaders and stakeholders.

Staff received three quotes for the printing of the annual calendar. Continental
ColorCraft was the lowest bidder.

Continental Colorcraft: $12,975.75
Harman Press: $12,995.46
House of Printing: $17,058.00

FISCAL IMPACT
The total cost of the printing is $12,975.75
This item is budgeted in the External Affairs Department Budget and will be allocated to
project number EAE0000/5627.

EXTERNAL AFFAIRS COMMITTEE RECOMMENDATION
The External Affairs Committee recommends that the Board of Directors authorize
payment to Continental Colorcraft in an amount not to exceed $15,000 for printing of the
2020 Water Conservation Calendar.
DATE: October 28, 2019
TO: WRD
RE: Quotes for 2020 Calendar WITH DELIVERY AND TAX

Please find attached (3) printing quotes for 2020 WRD Calendar

2020 Calendar

**PAGES:** 24pg + Cover
**FINISHED SIZE:** 12 x 12”
**INK:** 4/4 + AQ
**STOCK:** Cover: 100# dull/matte cover ** Guts: 100# dull/matte Book
**BINDERY:** Trim, fold, stitch, and punch hole for hanging
**PACKAGING:** Carton
**DELIVERY:** Local to WRD

**QUANTITY:** 5,000

**Continental Colorcraft (3-4 day leadtme)** $12,975.75
Harman Press (5-10 day leadtme) $12,995.46
House of Printing (6-10 day leadtime) $17,058.00
## Job Description

**WRD 2020 Calendar 24pg + Cover Brochure - Quote 1**

| PREP: | Prep client supplied files and show PDF proofs for client ok. Revisions and proofs will be an additional cost, to be provided. |
| FINISHED SIZE: | 12 x 12” |
| INK: | 4/4 + AQ |
| STOCK: | Cover: 100# dull/matte cover ** Guts: 100# dull/matte Book |
| BINDERY: | Trim, fold, stitch, and punch hole for hanging |
| PACKAGING: | Carton |
| DELIVERY: | WRD – Lakewood, CA |
| QUANTITY: | 5,000 |
| PRINTING PRICE: | $11,850.00* $2.37/piece + $1,125.75 (9.5% tax) |

*Does not include revisions. COSTS ARE QUOTES ONLY. NOT FINAL UNTIL INVOICED.*

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### Acceptance of estimate

Customer Signature __________________________________________________ Date ______

This estimate is valid for thirty days. If final job specifications differ from those estimated you would be notified. All standard lithographic trade customs apply. Applicable tax, shipping and/or client alterations are not included.

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THANK YOU FOR THE OPPORTUNITY TO WORK TOGETHER
To: Water Replenishment District of So Cal  
Monica Sijder  
4040 Paramount Blvd  
Lakewood, CA 90712  
Phone: (562) 921-5521

Dear Monica Sijder

We would like to thank you for your time and consideration in regards to this quotation. Included is the detailed product specifications and prices. The quotation is confidential and is intended solely for the use of the addressee(s) named above.

Below Are The Specifications for this Request

<table>
<thead>
<tr>
<th>Description</th>
<th>Water Replenishment District-2020 Calendar 24PG +</th>
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<tbody>
<tr>
<td>Pages</td>
<td>24 Pages + Cover</td>
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<tr>
<td>Size</td>
<td>Final Size : 12” x 12”</td>
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<tr>
<td></td>
<td>bleeds : 4 Sides</td>
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<tr>
<td>Paper</td>
<td>100.0 lb Pacesetter Gloss Coated Cover</td>
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<tr>
<td></td>
<td>100.0 lb Pacesetter Gloss Coated Book</td>
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<tr>
<td>Ink</td>
<td>4/4+ Gloss AQ</td>
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<tr>
<td>Art</td>
<td>Customer Supplied Press Ready Files</td>
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<tr>
<td>Pre-Press</td>
<td>Digital Proof with Union Bug</td>
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<tr>
<td>Finishing</td>
<td>Trim, Score, Fold, Stitch, Drill Hole, Carton Pack</td>
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<tr>
<td>Shipping</td>
<td>FOB: Harman Press</td>
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<tr>
<td>90 DAYS</td>
<td>This quote is valid for 90 days only from date shown above.</td>
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<td>Prices</td>
<td>Quantity</td>
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<td>5,000</td>
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</table>

Estimates  
This estimate was based on the information provided. Price is subject to change after review of artwork.

Sales Tax  
Pricing does not included Sales Tax. Sales Tax is applicable if you do not have a valid Resale Card on file.

Schedule  
Standard 5 - 7 Working Days after approval of art. Customer changes will be charged at $95.00 per hr.

Sincerely,

Todd Fox

Accepted By:_________________________Sign:_______________________Date:____________

Upon acceptance please indicate the quantity required

Thank You for giving us the opportunity to submit this quote. As always, quotes are based on a physical inspection of your originals and are valid for 30 days unless otherwise specified.
This estimate includes all operations and materials to complete the work as specified below based on standard trade customs and submission of a file built correctly for print production unless specified otherwise. All orders are subject to a 10% overrun or a 10% underrun. This estimate is valid for 30 days. **SALES TAX NOT INCLUDED!**

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<th>6000</th>
<th>7000</th>
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<td>Unit Cost:</td>
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<td>$3.17417</td>
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<tr>
<td>Estimate Price:</td>
<td>$17,058.00</td>
<td>$19,045.00</td>
<td>$20,883.00</td>
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**Estimate Specifications**

**Description:** 4/4 24 pages + 4/4 Cover 12x12 saddle stitched calendar - drill with tax and delivery included

**Type of Estimate:** Booklet

**Finished Size:** 12 x 12

**Total Pages in Booklet:** 28

**Additional Operations:** Bindery, Proof, Delivery

**Estimate Notes:** Above pricing includes delivery and sales tax.

### 4/4 24 pages

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<td>Stock Description:</td>
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</tr>
<tr>
<td>Ink Colors Front:</td>
<td>Process Black, Process Cyan, Process Magenta, Process Yellow</td>
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### 4/4 Cover

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<th>5000</th>
<th>6000</th>
<th>7000</th>
</tr>
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<tbody>
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<tr>
<td>Ink Colors Front:</td>
<td>Process Black, Process Cyan, Process Magenta, Process Yellow</td>
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</table>

Authorized By: ___________________________ Date: _____________________
DATE: NOVEMBER 12, 2019
TO: EXTERNAL AFFAIRS COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AUTHORIZE AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT NO. 935 WITH GREEN MEDIA CREATIONS (GMC) FOR IMPLEMENTING THE WRD ECO GARDENER, ECO-PROFESSIONAL, AND ECO-KIDS EDUCATION AND OUTREACH PROGRAMS

SUMMARY
In 2006 WRD (District) began an Eco-Gardener education and outreach program which provided the public with hands-on training to address the pressing issues by the State of California’s mandated 20% reduction in per capita water use by 2020. Since its inception, the program has educated thousands of residents, landscaping professionals, and students about water-efficient landscaping in the WRD service area.

Green Media Creations (GMC) has an experienced team of professionals who have numerous years of experience in implementing and providing similar water-efficiency educational workshops and demonstrates the necessary knowledge and understanding to implement these programs.

The current GMC contract expires on December 31st, 2019. Staff recommends a contract renewal for an amount not to exceed $130,000 expiring on December 31st, 2021. With this contract, Green Media Creations will further implement the Eco-Gardener, Eco-Professional, and Eco-Kids programs.

FISCAL IMPACT
The total cost of this Green Media Creations Contract Amendment #3 is $130,000. The amount will be drawn from budgeted funds in the External Affairs budget for FY19-20 through FY 21-22 and will be allocated to the EAC0000 project number, general ledger code 5634 - Eco Gardener Program.
STAFF RECOMMENDATION

The External Affairs Committee recommends that the Board of Directors approve Amendment No. 3, subject to approval as to form by District Counsel, with Green Media Creations for an additional amount not to exceed $130,000 and expiring on December 31, 2021.
AMENDMENT NO. 3 TO CONTRACT NO. 935
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
GREEN MEDIA CREATIONS

This Amendment No.3 to Contract No. 935, is made and entered into this 21st day of November, 2019 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and Green Media Creations, (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I. RECITALS

A. WHEREAS, On March 2, 2017, a certain agreement, hereinafter referred to as (“Agreement”), was executed between the District and Consultant to develop and implement an Eco Gardening curriculum for the District; and

B. WHEREAS, on March 21, 2018, the District and Consultant entered into Amendment No. 1 in order to extend the term of the Agreement, and increase the budgetary amount for the continuation of the Eco Gardening program; and

C. WHEREAS, on June 6, 2019, the District and Consultant entered into Amendment No.2 in order to extend the term of the Agreement; and

D. WHEREAS, District and Consultant now desire to enter into Amendment No.3 in order to extend the term of the Agreement and increase the budgetary amount to continue the Eco-Gardener, Eco-Professional and Eco-Kids programs, as set forth below.

II. AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the aforesaid Agreement as amended to date, 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, 2021 (the “Expiration Date”).

2. Fee: The existing budgetary amount shall be increased by an amount not to exceed One Hundred Thirty Thousand Dollars ($130,000.00).
3. **Remaining Portion of the Agreement:** Except as otherwise expressly set forth in this Amendment No. 3, all other provisions of the Agreement as amended to date shall remain in full force and effect between the Parties.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to be executed as of the Effective Date.

GREEN MEDIA CREATIONS, ("CONSULTANT")

____________________________
Signature

____________________________
Print Name

____________________________
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

____________________________
Signature

John D.S. Allen

____________________________
Print Name

President, Board of Directors

____________________________
Signature

____________________________
Print Name

Secretary, Board of Directors

Approved As To Form

LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
EXHIBIT A

AMENDMENT NO.2, AMENDMENT NO.1 and CONTRACT NO. 935
AMENDMENT NO. 2 TO CONTRACT NO. 935
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
GREEN MEDIA CREATIONS

This Amendment No.2 to Contract No. 935, is made and entered into this 6th day of June, 2019 ("Effective Date"), by and between the Water Replenishment District of Southern California (hereinafter "District"), and Green Media Creations, (hereinafter "Consultant"). The District and Consultant are collectively referred to herein as the "Parties".

I.
RECITALS

A. WHEREAS, On March 2, 2017, a certain agreement, hereinafter referred to as "Agreement", was executed between the District and Consultant to develop and implement an Eco Gardening curriculum for the District; and

B. WHEREAS, on March 21, 2018, the District and Consultant entered into Amendment No. 1 in order to extend the term of the Agreement, and increase the budgetary amount for the continuation of the Eco Gardening program; and

C. WHEREAS, District and Consultant now desire to enter into Amendment No.2 in order to extend the term of the Agreement, as set forth below.

II.
AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the aforesaid Agreement as amended to date, 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, 2019 (the "Expiration Date").

2. Remaining Portion of the Agreement: Except as otherwise expressly set forth in this Amendment No.2, all other provision of the Agreement as amended to date shall remain in full force and effect between the Parties.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be executed as of the Effective Date.
GREEN MEDIA CREATIONS, ("CONSULTANT")

Signature
ARMANDO SALAS
Print Name
PRESIDENT
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Signature
John D. S. Allen
Print Name
President, Board of Directors
Title

Signature
Vera Robles Dewitt
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

AMENDMENT NO. 1 and CONTRACT NO. 935
AMENDMENT NO. 1 TO CONTRACT NO. 935
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
GREEN MEDIA CREATIONS

This Amendment No.1 to Contract No. 935, is made and entered into this 21st day of March, 2018 ("Effective Date"), by and between the Water Replenishment District of Southern California (hereinafter "District"), and Green Media Creations, (hereinafter "Consultant"). The District and Consultant are collectively referred to herein as the "Parties".

I. RECITALS

A. WHEREAS, On March 2, 2017, a certain agreement, hereinafter referred to as "Agreement", was executed between the District and Consultant to develop and implement an Eco Gardening curriculum for the District.

B. WHEREAS, District and Consultant desire to enter into Amendment No. 1 in order to extend the term of the Agreement, and increase the budgetary amount, as set forth below.

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 June 30, 2019 (the "Expiration Date").

2. Fee: The existing budgetary amount shall be increased by an amount not to exceed One Hundred Thousand Dollars ($100,000.00).

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

GREEN MEDIA CREATIONS, ("CONSULTANT")

__________________________
Signature

__________________________
Print Name

__________________________
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

__________________________
Signature
John D.S. Allen

__________________________
Print Name
President, Board of Directors

__________________________
Signature
Willard H. Murray, Jr.

__________________________
Print Name
Secretary, Board of Directors

Approved As To Form
LEAL, TREJO APC

__________________________
Attorneys for the Water Replenishment District of Southern California

Water Replenishment District of Southern California

Green Media Creations
Amendment No. 1 to Agreement No. 955
IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed as of the Effective Date.

GREEN MEDIA CREATIONS, ("CONSULTANT")

[Signature]
Amando Garcia

[Print Name]
President

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

[Signature]
John D.S. Allen

[Print Name]
President, Board of Directors

[Signature]
Willard H. Murray, Jr.

[Print Name]
Secretary, Board of Directors

Approved As To Form
LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
PROFESSIONAL SERVICES AGREEMENT
GREEN MEDIA CREATIONS

This Professional Services Agreement (the "Agreement") is made and entered into this 2nd day of March, 2017, by and between the Water Replenishment District of Southern California ("District") and Green Media Creations, ("Consultant") (collectively the "Parties" or individually as "Party") for the furnishing of certain professional services upon the following terms and conditions.

I. Scope of Services. Consultant shall perform the scope of services described in Exhibit A hereto ("Services"). Tasks other than those specifically described in Exhibit A shall not be performed without a prior written amendment to this Agreement.

1.1 Standard of Care. In performing the scope of services under this Agreement, Consultant shall exercise the standard of care and expertise prevailing in California for the performance of such services.

2. Term. The term of this Agreement shall commence on March 2, 2017 and shall end on June 30, 2018 (the "Expiration Date"). At least sixty (60) days prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Consultant, the cost of such Services relative to the benefits, and the need for any continuation of the Services. The results of such evaluation shall be provided to the appropriate District Committee, which committee shall provide a report to the District's Board of Directors ("Board"). If the Board determines that there is a demonstrated need for the continuation of such Services, the Board may renew the Agreement on terms and conditions that do not provide for a significantly longer term, increased scope of services or increased fee schedule than is provided for in Paragraphs 1 or this Paragraph 2. If the Board desires to modify the Agreement to provide for such a significantly longer term, increased scope of services or increased fee schedule, the District shall comply with the provisions of its then current Administrative Code concerning the solicitation and approval of proposals for professional services.

2.1 Termination by District

2.1.1 Termination for Convenience. The District may terminate this Agreement for its convenience at any time upon five (5) days written notice to Consultant. Consultant'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. Consultant understands and agrees that it shall not be
entitled to any additional compensation or reimbursement whatsoever in the event of such termination.

2.1.2 **Consultant’s Obligations Upon Termination.** Following any termination of this Agreement by the District or Consultant, the Consultant shall promptly return all District property, and shall likewise provide to District all finished and unfinished data, studies, maps, reports, and other deliverables and work-product prepared by Consultant pursuant to this Agreement.

3. **Consultant’s Compensation.** District will compensate Consultant for services performed and for expenses incurred pursuant to this Agreement as follows:

3.1 **Fee.** Consultant shall be paid in accordance with the fees and Consultant Rate Schedule attached to this Agreement as Exhibit B which may not be changed except with District’s written approval.

3.2 **Reimbursable Expenses.** Consultant shall be reimbursed for only pre-approved expenses, subject to the provisions of this Agreement. Consultant shall obtain the District’s prior written approval before incurring an expense not specifically provided for under this Agreement.

3.2.1 **Third Party Expenses.** Unless specifically provided in Exhibit B, and subject to the provisions of Paragraph 3.2, the District shall not reimburse Consultant for any costs charged to Consultant by third parties unless said costs are preapproved. In the event such costs are approved, such reimbursement shall be at cost without any markup by Consultant.

3.3 **Invoices.** Consultant shall submit monthly invoices to District for services performed and expenses incurred during the preceding month. District shall process Consultant’s invoice upon receipt and issue any undisputed payment in a timely manner. Consultant’s invoices shall separately identify all personnel for whose services payment is sought, the services performed, and all expenses for which reimbursement is requested. As a condition precedent to payment, District may require Consultant to furnish supporting information and documentation for all charges for which payment is sought. District shall have the right to withhold from payments to Consultant reasonably disputed amounts including, without limitation, amounts for services not performed in accordance with this Agreement and costs, expenses or damages incurred by District as a result of Consultant’s breach of this Agreement or Consultant’s negligence.

4. **Consultant’s Obligation to Provide Notice of Changes.** Consultant shall provide written notice to the District no later than twenty (20) days after the occurrence of any event (including any direction by the District) which Consultant believes requires a change in its compensation or the time for performance of its obligations under this Agreement. Said notice shall describe the event and the basis for any change in compensation or time for performance requested by Consultant. The Parties shall thereafter meet and confer to determine whether such a change is appropriate. However, no such change to this
Agreement may be made except by written amendment to this Agreement executed by the Parties. Consultant's failure to provide the notice required under this Paragraph shall constitute a waiver of its right to seek a change in its compensation or the time for performance of its obligations under this Agreement.

5. **Ownership and Use of Documents.** All proprietary information developed by Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material or software programs, shall be the sole and exclusive property of the District. Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from this Agreement. Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, this Agreement shall be made to the District, and that Consultant shall do all things necessary and proper to perfect and maintain District's ownership of such proprietary information. All documents, reports, surveys, renderings, photographs, data and other materials furnished by the District to Consultant shall remain the exclusive property of the District and shall not be distributed or provided to third parties without the express written authorization of the District.

6. **Publication of Project Information.** Consultant shall notify and obtain written approval from the District before presenting verbal or written information to outside individuals or entities about the services or project for which Consultant was retained.

7. **Patents and Copyrights.** The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to, equipment, devices, processes, and software programs used or incorporated in the work performed under this Agreement. Consultant shall defend, indemnify hold the District, its officers, directors, agents, employees, representatives and assigns harmless from any and all claims, demands, suits at law, and actions of every nature for or on account of the use of any patented or copyrighted materials.

8. **Consultant’s Status.** Consultant is an independent contractor and neither Consultant nor any employee of Consultant 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 Consultant achieves such results.

8.1 Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled. Consultant is solely responsible for any taxes levied by local, state or federal authorities on such sums. Consultant 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 Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.
8.2 District will not make any contribution to any retirement plan or Social Security on behalf of Consultant or any of Consultant's employees. Consultant 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 Consultant, or any of Consultant's employees, is an employee rather than an independent contractor of District.

8.3 District will not make any payments to Consultant, or Consultant'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. Consultant 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 Consultant, or any of Consultant's employees, is an employee rather than an independent contractor of District.

8.4 Consultant 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.

9. Instructions to Consultant. In the performance of the services set forth in this Agreement, Consultant shall report to and receive instructions from the following person on behalf of the District: Robb Whitaker, General Manager.

10. Subconsultant Services. Any subconsultants to be used by Consultant in the performance of the scope of services shall be identified in Exhibit A hereto. Consultant shall obtain the District's prior written approval before retaining a subconsultant to perform any portion of the scope of services of this Agreement. Notwithstanding Consultant's use of any subconsultants, Consultant shall be responsible to the District for the performance of its subconsultants as it would be if Consultant had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant 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 subconsultant of Consultant for any matter arising from, or related to, the services performed by subconsultant under this Agreement.

11. Compliance With Laws and Regulations: Licensing. Consultant 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 ("Applicable Laws"). By entering into this Agreement, Consultant 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.
12. **Insurance.** Consultant, 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.

12.1 **Required Policies.**

12.1.1 **Commercial General Liability Insurance** (contractual, products, and completed operations coverages included) with a combined single limit of no less than $2,000,000 per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage.

12.1.2 **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.

12.1.3 **Professional Liability Insurance** with limits of $1,000,000 per claim and $1,000,000 in the aggregate.

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

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

12.2 **Required Terms.**

12.2.1 All policies except workers’ compensation and professional liability, shall name as additional insureds the Water Replenishment District of Southern California, its directors, officers, employees, agents authorized volunteers and representatives. The coverage shall contain no special limitations on the scope of protection afforded the District, its directors, officers, employees, or authorized volunteers.

12.2.2 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.

12.2.3 All policies shall provide that coverage cannot be cancelled without thirty (30) days prior written notice to the District.

12.2.4 All insurance required under this Agreement shall be considered primary to any insurance maintained by the District. All policies except Professional Liability shall include waivers of subrogation in favor of the District and its insurers.
12.2.5 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to District, its directors, officers, employees, or authorized volunteers.

12.2.6 The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

12.2.7 Liability insurance shall indemnify the Consultant and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Consultant or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

12.2.8 Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by District. At the option of District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the first named insured.

12.2.9 Evidence of Insurance – Prior to execution of the agreement, the Consultant shall file with District a certificate of insurance signed by the insurer’s representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer’s representative. Such evidence shall also comply with the Evidence and Required Forms of Insurance attached hereto as Exhibit “C”. In the event that the Consultant employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Consultant’s responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above. Failure to continually satisfy the insurance requirements is a material breach of contract.

12.2.10 All policies 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 equivalent or as otherwise approved by District.

13. **Indemnification.** Consultant 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 Consultant’s breach of any provision of this Agreement, Consultant’s failure to comply with applicable laws, Consultant’s negligent acts or omissions, or Consultant’s willful misconduct. However, Consultant’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.

14. **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.

15. **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. Consultant 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.

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

17. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the District, Consultant, 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 Consultant and the District.

18. **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.

19. **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

If to Consultant:

**Green Media Creations**
3607 W. Magnolia Blvd.
Suite N
Burbank, CA 91505
626-320-8703
asalas@greenmediacreations.com

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

21. **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.

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

23. **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.
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]
Robb Whitaker.
Print Name
General Manager
Title

GREEN MEDIA CREATIONS, ("CONSULTANT")

[Signature]
Armando Salas
Print Name
Director
Title

Approved As To Form
LRAJ, FREJO LLP

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

The Eco-Gardener/Eco-Pro Consultant (hereinafter called the "consultant") shall agree to provide the following services.

1. Consultant will implement the Water Replenishment Districts' Eco-Gardener, Eco-Pro, and Eco-Kids Programs (classes include but are not limited to Turf Removal, Landscaping Conservation, Residential Conservation Programs, Youth and Public Education, etc.), including coordination, scheduling, and classroom instruction. Consultant shall conduct such workshops by following approved class curriculum. In the course of conducting the workshops, consultant shall also provide the following services:
   - Provide presentation equipment for each class (laptop, projector);
   - Provide confirmation of attendance numbers to WRD;
   - Provide qualified instructors that meet requirements listed under Firm Qualifications;

2. Consultant shall provide speaking engagement services concerning the Eco Gardening program or other water conservation issues within the WRD service area.

3. Consultant shall coordinate with WRD staff to produce independent, signature training curricula in the form of a course handbook that will be used for Eco-Gardener, Eco-Pro, and Eco-Kids Programs respectively. The content of the handbook material shall become the property of the Water Replenishment District of Southern California.

4. Training handbooks must be provided in English and Spanish.

5. Consultant shall deliver to WRD an electronic copy of the handbooks scheduled to be presented. District at its expense will print materials, sufficient to cover each class.

6. Consultant will meet with staff on a regular basis to monitor and update the program as needed and keep the External Affairs Committee apprised of new developments and partnership opportunities for further funding of the whole Eco-Gardener Program.

7. Consultant will coordinate with WRD to schedule and program classes to be conducted by the consultant each fiscal year.
EXHIBIT B
CONSULTANT RATE SCHEDULE

1.0 Consultant shall be compensated for actual services performed in accordance with this Agreement not to exceed $50,000 for instruction and training materials for the WRD ECO Gardener Program classes as describe in Exhibit B-1.

2.0 A budgetary amount of $50,000.00 (which amount applies to Consultant’s fee and reimbursable expenses) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.
### EXHIBIT B-1
**WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA FEE SCHEDULE 2017**

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<thead>
<tr>
<th>WaterWELL Homeowner Series</th>
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<tr>
<td>Garden Design Concepts</td>
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<td>Garden Design Applications</td>
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<td>Landscape Care</td>
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<tr>
<td>Sprinkler and Drip System Basics</td>
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<td>Watering Scheduling Guidelines Leak Detection</td>
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<td>Water Efficient Gardening</td>
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<td>3 Steps to Turf Removal</td>
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<td>Drought Tolerant Plants</td>
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<tr>
<td>Fertilizer Materials and Applications</td>
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<td>Sustainable Landscape Design</td>
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<tr>
<td>A Business Approach to California Friendly Landscaping</td>
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<td>Horticultural Practices (Landscape Management) Horticultural Practices for CA Native Plants</td>
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<th>WaterWELL Kids Series</th>
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<tr>
<td>Kids Water Conservation</td>
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<td>Span.</td>
</tr>
<tr>
<td>CA Model Ordinance</td>
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<td>Customer Service for Agencies</td>
<td>$1,250</td>
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<td>Commercial, Industrial and Institutional Survey Training</td>
<td>$2,500</td>
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<td>Large Landscape</td>
<td>$1,750</td>
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<td>2-Day Residential Water Survey Training (WRI supplies home for class)</td>
<td>$3,000</td>
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<tr>
<td>Edible Gardening</td>
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Water Replenishment District of Southern California

Exhibit B

Professional Services Contract

Consultant Rate Schedule

061703
<table>
<thead>
<tr>
<th>Administration</th>
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<tbody>
<tr>
<td>Program Manager Meetings</td>
<td>$150/hour</td>
</tr>
<tr>
<td>Curriculum Development (This depends on the class length and topic. This includes text for curriculum and handbook intro and demonstration equipment. Final cost to be agreed upon by Work Order.)</td>
<td>$10,000 - $15,000</td>
</tr>
<tr>
<td>Translation Services (This can be a flat rate for a major project such as a class or an hourly rate for a simple translation)</td>
<td>Flat Rate or $150/hour</td>
</tr>
<tr>
<td>All class rates are inclusive of administrative assistant tasks and duties</td>
<td>$</td>
</tr>
<tr>
<td>All class rates include a license to print handbooks for each class</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Speaking Engagements (This includes speaking to an audience on a selected topic without a PowerPoint presentation or handout materials for up to 3 hours.)</td>
<td>$750</td>
</tr>
<tr>
<td>Booths and Tabling (This includes sitting at booths at conferences, fairs and festivals promoting any topic selected by WRD and answering questions)</td>
<td>$150/hour</td>
</tr>
</tbody>
</table>
EXHIBIT C
EVIDENCE AND REQUIRED FORMS OF INSURANCE

Checklist for Additional Insured Endorsement

Contractor Name: ____________________________________________________________

Project Name: _______________________________________________________________

Refer to the Additional Insured Endorsements forms E4-8 following:

Endorsements:

☐ Additional Insured (AI) Status – GENERAL LIABILITY - Member Water District, its
directors, officers, employees, or authorized volunteers are named as additional
insureds - as broad as following forms:
  o Form CG 20 10 11 85 (E1) or
  o BOTH CG 20 10 (E2) and CG 20 37 (E3) if forms with later edition dates
    provided (usually 10 01 or 07 04 editions). Also acceptable CG 20 10 04 13 (or older
    editions E3) specifically naming the District parties or using language that states "as
    required by contract"
  o "Blanket" Endorsement - (no specific policy number) (E4) covering one or more of
    the above endorsements required with words "as required by written
    contract/agreement".
  o If large number of Subcontractors - Additional Insured endorsement CG 20 38
    04 13 recommended. (E4)
  o Policy numbers - matches policy number shown on Certificate of Insurance. (see
    Optional Dec. Page/Endorsement pages below)
  o Primary Coverage – The primary/non-contributory language is included. "The
    insurance provided by this policy shall be primary as respects any claims related to
    the _______ Project. Any insurance, self-insurance, or other coverage
    maintained by the district, its directors, officers, employees, or volunteers shall not
    contribute to it." e.g. Form CG 20 01 (E6)

☐ Auto liability (Optional E7) AI - most standard forms have automatic AI but some
  carriers provide endorsement

☐ Waiver of Subrogation (Workers Compensation and Property (Course of
  Construction, if required in contract) (E8)

☐ Optional - For extra confidence in verifying coverage require Declaration Page and
  Endorsement Schedule pages - compare the endorsement numbers. Look out for
  Amendment of contractual liability and or prior works exclusions - refer to Legal
  Counsel.
DATE: NOVEMBER 12, 2019

TO: EXTERNAL AFFAIRS COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: AUTHORIZE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT NO. 836 WITH JOHN SCHWADA FOR OUTREACH SUPPORT AND MEDIA SERVICES

SUMMARY

John Schwada has assisted WRD and Dakota Communications in its outreach efforts with the Albert Robles Center (ARC) as part of the public advocacy and awareness campaign to educate and gain support from various stakeholders of the District’s outreach initiatives. These efforts include support as a strategic media director, seeking earned and paid media opportunities, developing effective messaging for media and press releases as well as scheduling and coordinating press conferences.

In an effort to maintain continued public outreach and media engagement about the ARC and other pertinent WRD projects and programs, the District is seeking to extend the period of the contract and a broadened scope of work which will include continued work on the ARC and projects like WRD’s WIN 4 ALL: 2040 Plan for Regional Water Independence.

Additional outreach is needed to inform the public through mainstream media outreach of WRD’s milestone projects and programs and the importance of creating a locally sustainable groundwater replenishment source. These outreach efforts will build upon the trusting working relationships with District stakeholders. In order to fulfill these goals, staff recommends a no-cost time extension until December 31, 2020.

FISCAL IMPACT

Sufficient funds exist in the adopted Five-Year Capital Improvement Program budget to cover this proposed contract amendment.
STAFF RECOMMENDATION
The External Affairs Committee recommends that the Board of Directors approve the no-cost time extension as Amendment No.2 to Contract No. 836, subject to approval as to form by District Counsel, with John Schwada and extend the contract term through Dec 31, 2020.
AMENDMENT NO.2 TO CONTRACT NO. 836
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
JOHN SCHWADA

This Amendment No.2 to Contract No. 836, is made and entered into this ____ day of November, 2019 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and John Schwada, (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I. RECITALS

A. WHEREAS, On July 16, 2015, a certain agreement, hereinafter referred to as Contract No. 836 (“Agreement”), was executed between the District and Consultant for the Consultant to assist the District in its public outreach efforts related to the Groundwater Reliability Improvement Project (GRIP); and

B. WHEREAS, on June 13, 2018 the District and Consultant entered into Amendment No.1 in order to increase the budgetary amount and extend the term of the Agreement, as set forth below, for the continuation of GRIP public outreach efforts throughout the neighborhood and communities surrounding the GRIP site due to the GRIP construction project schedule being extended beyond the original schedule; and

C. WHEREAS, District and Consultant desire to enter into this Amendment No.2 to the Agreement in order to extend the term of the Agreement, as set forth below, for the continuation of GRIP public outreach efforts.

II. AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the aforesaid the 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 the 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.2, all other provision of the Agreement shall remain in full force and effect between the Parties.
IN WITNESS WHEREOF, the parties have caused this Amendment No.2 to the Agreement to be executed as of the Effective Date.

JOHN SCHWADA, ("CONSULTANT")

<table>
<thead>
<tr>
<th>Signature</th>
<th>Print Name</th>
<th>Title</th>
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WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

<table>
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<tr>
<th>Signature</th>
<th>Print Name</th>
<th>Title</th>
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<tbody>
<tr>
<td>John D.S. Allen</td>
<td>President, Board of Directors</td>
<td></td>
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Approved As To Form
LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
EXHIBIT “A”

AMENDMENT NO.1 AND CONTRACT NO.836
AMENDMENT NO.1 TO CONTRACT NO. 836
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
JOHN SCHWADA

This Amendment No.1 to Contract No. 836, is made and entered into this 13th
day of June, 2018 ("Effective Date"), by and between the Water Replenishment District
of Southern California (hereinafter "District"), and John Schwada, (hereinafter
"Consultant"). The District and Consultant are collectively referred to herein as the
"Parties".

I.  
RECATALS

A. WHEREAS, On July 16, 2015, a certain agreement, hereinafter referred to
as Contract No. 836 ("Agreement"), was executed between the District and Consultant
for the Consultant to assist the District in its public outreach efforts related to the
Groundwater Reliability Improvement Project (GRIP); and

B. WHEREAS, District and Consultant desire to enter into this Amendment
No.1 to the Agreement in order to increase the budgetary amount and extend the term of
the Agreement, as set forth below, for the continuation of GRIP public outreach efforts
throughout the neighborhood and communities surrounding the GRIP site due to the
GRIP construction project schedule being extended beyond the original schedule.

II.  
AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and
agreements set forth, it is agreed the aforesaid the 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. Fee: The existing budgetary amount shall be increased by an amount not
to exceed Forty Thousand Dollars ($40,000.00).

2. Term of the Agreement: The term of the Agreement shall be extended to
December 31, 2019 (the “Expiration Date”).

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

JOHN SCHWADA, ("CONSULTANT")

Signature

Print Name

Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Signature
John D.S. Allen

Print Name
President, Board of Directors

Title

Signature
Willard H. Murray, Jr.

Print Name
Secretary, Board of Directors

Title

Approved As To Form
LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the Agreement to be executed as of the Effective Date.

JOHN SCHWADA, ("CONSULTANT")

[Signature]
[Print Name] President, Mediatrix Associates
[Title]

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

[Signature]
John D.S. Allen
[Print Name] President, Board of Directors
[Title]

[Signature]
Willard H. Murray, Jr.
[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"
PROFESSIONAL SERVICES AGREEMENT
John Schwada

This Professional Services Agreement (the "Agreement") is made and entered into this 16 day of July, 2015, by and between the Water Replenishment District of Southern California ("District") and John Schwada ("Consultant") (collectively the "Parties" or individually as "Party") for the furnishing of certain professional services upon the following terms and conditions.

1. **Scope of Services.** Consultant shall perform the scope of services described in Exhibit A hereto ("Services"). Tasks other than those specifically described in Exhibit A shall not be performed without a prior written amendment to this Agreement.

1.1 **Standard of Care.** In performing the scope of services under this Agreement, Consultant shall exercise the standard of care and expertise prevailing in California for the performance of such services.

2. **Term.** The term of this Agreement shall commence on July 16, 2015 and shall end on June 30, 2018 (the "Expiration Date"). At least sixty (60) days prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Consultant, the cost of such Services relative to the benefits, and the need for any continuation of the services. The results of such evaluation shall be provided to the appropriate District Committee, which committee shall provide a report to the District’s Board of Directors ("Board"). If the Board determines that there is a demonstrated need for the continuation of such Services, the Board may renew the Agreement on terms and conditions that do not provide for a significantly longer term, increased scope of services or increased fee schedule than is provided for in Paragraphs 1 or this Paragraph 2. If the Board desires to modify the Agreement to provide for such a significantly longer term, increased scope of services or increased fee schedule, the District shall comply with the provisions of its then current Administrative Code concerning the solicitation and approval of proposals for professional services.

2.1 **Termination by District**

2.1.1 **Termination for Convenience.** The District may terminate this Agreement for its convenience at any time upon five (5) days written notice to Consultant. Consultant’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. Consultant understands and agrees that it shall not be entitled to any additional compensation or reimbursement whatsoever in the event of such termination.

2.1.2 **Consultant’s Obligations Upon Termination.** Following any termination of this Agreement by the District or Consultant, the Consultant shall promptly return all District property, and shall likewise provide to District all finished and unfinished data, studies, maps, reports, and other deliverables and work-product prepared by Consultant pursuant to this Agreement.

3. **Consultant’s Compensation.** District will compensate Consultant for services performed and for expenses incurred pursuant to this Agreement as follows:

3.1 **Fee.** Consultant shall be paid in accordance with the Consultant Rate Schedule attached to this Agreement as Exhibit B which may not be changed except with District’s written approval.

3.2 **Reimbursable Expenses.** Consultant shall be reimbursed for the following expenses. Provided, Consultant shall obtain the District’s prior written approval before incurring an expense for which Consultant intends to seek reimbursement in excess of $500.00.

3.2.1 **Transportation, Meals and Lodging.** Consultant shall be reimbursed for transportation, meals and lodging expenses in accordance with the provisions of the District’s Administrative Code applicable to reimbursement of such expenses when incurred by District employees.

3.2.2 **Miscellaneous Expenses.** Unless otherwise provided at Exhibit B, and subject to the provisions of Paragraph 3.2, the District shall reimburse Consultant for all out of pocket costs charged to Consultant by third parties although such reimbursement shall be at cost without any markup by Consultant.

3.3 **Invoices.** Consultant shall submit monthly invoices to District for services performed and expenses incurred during the preceding month. Consultant’s invoices shall separately identify all personnel for whose services payment is sought, the services performed, and all expenses for which reimbursement is requested. As a condition precedent to payment, District may require Consultant to furnish supporting information and documentation for all charges for which payment is sought. District shall have the right to withhold from payments to Consultant reasonably disputed amounts including, without limitation, amounts for services not performed in accordance with this Agreement and costs, expenses or damages incurred by District as a result of Consultant’s breach of this Agreement or Consultant’s negligence.
4. **Consultant’s Obligation to Provide Notice of Changes.** Consultant shall provide written notice to the District no later than twenty (20) days after the occurrence of any event (including any direction by the District) which Consultant believes requires a change in its compensation or the time for performance of its obligations under this Agreement. Said notice shall describe the event and the basis for any change in compensation or time for performance requested by Consultant. The Parties shall thereafter meet and confer to determine whether such a change is appropriate. However, no such change to this Agreement may be made except by written amendment to this Agreement executed by the Parties. Consultant’s failure to provide the notice required under this Paragraph shall constitute a waiver of its right to seek a change in its compensation or the time for performance of its obligations under this Agreement.

5. **Ownership and Use of Documents.** All proprietary information developed by Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material or software programs, shall be the sole and exclusive property of the District. Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from this Agreement. Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, this Agreement shall be made to the District, and that Consultant shall do all things necessary and proper to perfect and maintain District’s ownership of such proprietary information. All documents, reports, surveys, renderings, photographs, data and other materials furnished by the District to Consultant shall remain the property of the District.

6. **Publication of Project Information.** Consultant shall notify and obtain written approval from the District before presenting verbal or written information to outside individuals or entities about the services or project for which Consultant was retained.

7. **Patents and Copyrights.** The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to, equipment, devices, processes, and software programs used or incorporated in the work performed under this Agreement. Consultant shall defend, indemnify hold the District, its officers, directors agents, employees, representatives and assigns harmless from any and all claims, demands, suits at law, and actions of every nature for or on account of the use of any patented or copyrighted materials.

8. **Consultant’s Status.** Consultant is an independent contractor and neither Consultant nor any employee of Consultant 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 Consultant achieves such results.
8.1 Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled. Consultant is solely responsible for any taxes levied by local, state or federal authorities on such sums. Consultant 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 Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.2 District will not make any contribution to any retirement plan or Social Security on behalf of Consultant or any of Consultant’s employees. Consultant 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 Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.3 District will not make any payments to Consultant, or Consultant’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. Consultant 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 Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.4 Consultant 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.

9. Instructions to Consultant. In the performance of the services set forth in this Agreement, Consultant shall report to and receive instructions from the following person on behalf of the District: Robb Whitaker, General Manager.

10. Subconsultant Services. Any subconsultants to be used by Consultant in the performance of the scope of services shall be identified in Exhibit A hereto. Consultant shall obtain the District’s prior written approval before retaining a subconsultant to perform any portion of the scope of services of this Agreement. Notwithstanding Consultant’s use of any subconsultants, Consultant shall be responsible to the District for the performance of its subconsultants as it would be if Consultant had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant 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 subconsultant of Consultant for any matter arising from, or related to, the services performed by subconsultant under this Agreement.

11. **Compliance With Laws and Regulations; Licensing.** Consultant 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 ("Applicable Laws"). By entering into this Agreement, Consultant 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.

12. **Insurance.** Consultant, 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.

12.1 **Required Policies.**

12.1.1 **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.

12.1.2 **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.

12.1.3 **Professional Liability Insurance** with limits of $1,000,000 per claim and $1,000,000 in the aggregate.

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

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

12.2 **Required Terms.**

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

12.2.2 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.
12.2.3 All policies shall provide that coverage cannot be cancelled without twenty (20) days prior written notice to the District.

12.2.4 All insurance required under this Agreement shall be considered primary to any insurance maintained by the District. All policies except Professional Liability shall include waivers of subrogation in favor of the District and its insurers.

12.2.5 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.

13. **Indemnification.** Consultant 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 Consultant's breach of any provision of this Agreement, Consultant's failure to comply with applicable laws, Consultant's negligent acts or omissions, or Consultant's willful misconduct. However, Consultant'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.

14. **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 attorney's 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.

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

17. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the District, Consultant, 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 Consultant and the District.

18. **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.

19. **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

   If to Consultant:
   
   **John Schwada**
   2625 Mandeville Canyon Road
   Los Angeles, CA 90049
   Phone: 310-709-0056

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

21. **Integration; Construction.** This Agreement 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. 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.

22. **Effective Date.** This Agreement is effective as of the date first set forth above.
23. 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.

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  
Sergio Calderon  
Print Name  
President, Board of Directors  
Title

Signature  
Rob Katherman  
Print Name  
Secretary, Board of Directors  
Title

John Schwada ("CONTRACTOR")

Signature  
John W. Schwada  
Print Name  MEDIA CONSULTANT - MEDIATIX ASSOCIATES  
Title

Approved As To Form
LEAL, TREJO APC

H. Francisco Leal  
Attorneys for the Water Replenishment District of Southern California
EXHIBIT A
SCOPE OF WORK

Working with Dakota Communications (Dakota), Mr. Schwada will provide the following community outreach services as part of the public advocacy and awareness campaign to educate and gain support from various stakeholders of the agency’s GRIP outreach initiatives:

1.0 Strategic Media Director
   Working closely with Dakota and WRD, Mr. Schwada will oversee, develop, implement, and assess a comprehensive media strategy that includes earned and paid media outreach for all markets within the GRIP service areas including local and ethnic print, radio, television, social networks, and micro-blogs. Mr. Schwada will develop the overall media strategy for GRIP initiatives. All strategic media outreach will be reviewed and edited by Mr. Schwada as needed.

2.0 Seek Earned Media Opportunities
   As the Strategic media Director, Mr. Schwada will lead the efforts for earned media opportunities to help increase awareness and coverage of GRIP initiatives. Through meetings with editorial boards, briefings with reporters, and roundtable discussions as needed, Mr. Schwada will help increase the media opportunities for WRD and help advance the initiatives of GRIP. Earned media opportunities will be sought in print, television, radio, local and ethnic media, and new media opportunities. In addition, Mr. Schwada will help identify and develop additional contacts with various media outlets and small community newspaper in WRD’s service areas.

3.0 Develop Effective Messaging for Media
   Based on the outcomes of the focus groups and polling data, and working closely with WRD and Dakota Communications, Mr. Schwada will help develop effective messaging that best communicates the goals and objectives of the GRIP initiatives. Media messaging will complement the overall community outreach messaging and will be modified as needed to best reach media outlets and encourage positive coverage of WRD and GRIP. Messaging will be used to develop media kits, talking points, briefing memos, and press releases and other key communication opportunities.

4.0 Press Releases and Press Conferences
   Press releases will be held at key milestones of the project to encourage earned media opportunities in print, radio, television, and online media outlets. Timely press releases and media advisories, coupled with well-timed press conferences will assure that the outreach campaign is executed to respond to and capitalize on any event related to WRD and GRIP. Working with the team, Mr. Schwada will help develop press releases and schedule press conferences.

5.0 Crisis Management
Mr. Schwada will also handle media relations when any crises situations arise, working with Dakota, WRD and the team, if needed. Mr. Schwada will brief and coach the key staff and board members on how to effectively handle media during and after crises situations.
EXHIBIT B  
CONSULTANT RATE SCHEDULE

1.0 Consultant shall be compensated for actual services performed in accordance with this Agreement per the schedule of labor classification and hourly rate as follows:

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<tr>
<th>PROJECT TEAM</th>
<th>HOURLY</th>
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<tr>
<td>Principal</td>
<td>$175</td>
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2.0 A budgetary amount not to exceed $75,000 (which amount applies to Consultant’s fee and reimbursable expenses) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.
MEMORANDUM
ITEM NO. 8

DATE: NOVEMBER 12, 2019
TO: EXTERNAL AFFAIRS COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: WRD NON-PROFIT ORGANIZATION UPDATE

SUMMARY
Staff has been directed to form a nonprofit WRD Education Foundation (WRD Foundation) to support educational programming that will be provided at ARC and in the community.

To support the effort of creating the tax exempt WRD Education Foundation, WRD staff have joined Board Directors Robert Katherman and Vera DeWitt in forming the WRD Education Foundation Ad Hoc Committee.

The committee first convened in August 2019 and meets monthly to discuss items as they pertain to the establishment of the WRD Foundation. Items covered thus far include discussions about the Foundation’s governance structure as well as drafting bylaws and articles of incorporation. Next, the committee will seek input from the WRD Board Directors for nominations to the inaugural WRD Foundation Board.

FISCAL IMPACT
None

STAFF RECOMMENDATION
For discussion and possible action.
MEMORANDUM
ITEM NO. 9

DATE: NOVEMBER 12, 2019
TO: EXTERNAL AFFAIRS COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: WRD EDUCATION PROGRAM REPORT

SUMMARY
The WRD Education Program features interactive lessons that demonstrate the importance of groundwater, the basics of water sources and treatment, and the need for conservation. WRD Education staff are available for in-classroom demonstrations, exhibiting at environmental/education fairs, and as a resource for any water science related questions.

WRD’s education team will provide an update on planned education programming at ARC.

FISCAL IMPACT
None

STAFF RECOMMENDATION
For discussion and possible action.
DATE: OCTOBER 21, 2019  
TO: EXTERNAL AFFAIRS COMMITTEE  
FROM: ROBB WHITAKER, GENERAL MANAGER  
SUBJECT: DEPARTMENT REPORT  

SUMMARY
Staff will report any significant department activities that are not agendized and require no action on part of the committee.

FISCAL IMPACT
None

STAFF RECOMMENDATION
For discussion and possible action.