

**AGREEMENT FOR IMPLEMENTATION OF
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
WATER EDUCATION GRADES 1-6 SCHOOL PROGRAM
BY DISCOVERY SCIENCE CENTER**

THIS AGREEMENT is entered into on July 1, 2015, by and between the Municipal Water District of Orange County (MWDOC) and the Discovery Science Center of Orange County (DSC), a California non-profit corporation, for services in connection with administering MWDOC's Water Education School Program in Orange County elementary schools. MWDOC and DSC may be referred to collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, MWDOC has previously contracted with DSC to implement the Water Education School Program in Orange County schools (grades one through six) since 2004. This program is intended to educate students regarding issues such as the value of water, the importance of protecting our water resources, droughts, how students can be more efficient in their water use, sources of water, etc. The educational content is aligned with the science content curriculum and education standards established by the State of California. This curriculum also integrates arts, social science and math content standards; and,

WHEREAS, MWDOC is a signatory to the Best Management Practices Memorandum of Understanding adopted by the California Urban Water Conservation Council, under which MWDOC has committed to implementing water use efficiency practices including the education of students and the public on water-related issues. The Water Education Program is an element of MWDOC's activities to fulfill the educational requirement of the Best Management Practices MOU; and,

WHEREAS, DSC has operated a successful science program for over 18 years. DSC's science program includes the funding, construction and operation, since 1998, of the 60,000 square foot Discovery Science Center in Santa Ana, which is dedicated to educating young minds, assisting teachers and increasing public understanding and appreciation of science, math and technology through interactive exhibits and programs; and,

WHEREAS, MWDOC and DSC have worked together since 2004 to ensure the successful implementation of the MWDOC School Water Education Program by DSC with MWDOC providing financial, technical, and supervisory support; and

WHEREAS, MWDOC and DSC may pursue other beneficial opportunities by working with other public agencies on joint programs.

NOW, THEREFORE, the Parties agree to implement the MWDOC Water Education School Program as follows for a three-year period (2015-16, 2016-17 and including the 2017-2018 academic year, with the potential for two one year renewals following 2017-18). In years 2 and 3 of this agreement through 2017-18, the per student charges by DSC will increase by a predetermined rate of 3% each year. A minimum number of 60,274 students, and corresponding annual revenue of

\$220,000, are guaranteed to DSC through this agreement by MWDOC in each year of this agreement.

1. **Water Education School Program:** DSC will provide the following educational programs to public and private schools in Orange County, including the Cities of Anaheim, Fullerton, and Santa Ana (Three Cities). [Irvine Ranch Water District is under a separate contract with DSC, and no IRWD service area schools will participate in the MWDOC School Water Education Program.]

- a. **Keypad Assembly Program.** DSC will present grade-specific keypad assembly programs for Orange County students in grades one through six (1-6). The keypad assemblies for each grade will utilize individual student-response keypad systems so that all students can actively engage in the program and also to enable measurement data to be reported to MWDOC. The presentations will also feature the use of laptops, projectors, visual aids, props, and demonstration supplies to facilitate learning. The educational content will focus on the grade-specific science content standards established by the State of California as well as key water-related concepts deemed pertinent to MWDOC and its member agencies, including: Orange County's water resources; access to groundwater; recycled water supplies; drought; water conservation/water use efficiency; and other water-related topics identified by MWDOC.

The keypad assembly presentations will be conducted on-site at the participating schools. All assemblies will be taught by DSC instructors, who will be well-versed in the concepts and teaching methods prior to teaching the program on behalf of MWDOC and its member agencies. All presentations will be grade-specific (presented to one grade at a time) unless the number of students is deemed by both parties to be insufficient; in which case, one or more grade levels may be combined into a single presentation. The maximum number of students per assembly will be one hundred (100) students.

A minimum target number of 60,274 students in grades 1-6 will be required between September 1, 2015 and June 30, 2016 (2015-2016 School Year). A targeted number of students for each retail water agency shall be specified by MWDOC and provided to DSC by July 1, 2015 in this initial year of the contract, and by April 15th of each successive year of the contract. The programs shall be scheduled with schools on a first-come, first-served basis within each retail water agency's service area until the program is fully booked. Upon filling the program for any retail agency, DSC shall initiate a "waiting list" for the program for the next year of the program.

The initial year rate paid to DSC by MWDOC will be \$3.65 per student for program marketing, scheduling, and delivery. This figure will enable DSC to purchase support equipment (primarily student-response keypads, laptops, projectors and accessories) to deliver the series of grade 1-6 programs in a more technologically sophisticated manner. DSC will make any necessary adjustments to the program to incorporate the use of student-response keypad technology to enhance the engagement, interaction, and other aspects of the grade 1-6 programs.

For the 2015-16 school year only, or until the existing supply is exhausted, MWDOC will provide printed copies of the 1st – 4th grade Ricki the Raindrop booklets. DSC will

also make electronic copies of the 1st – 4th grade Ricki the Raindrop booklets, as well as the 5th grade Orange County Stormwater Program (upon approval by the County of Orange) available to participating students. No additional fees will be paid to DSC by MWDOC for program marketing, promotion, or bookings.

- b. **Follow-up Activity.** DSC will create, in conjunction with MWDOC staff and input from the retail agencies, an online survey integrated with the existing MWDOC website, as the focus of follow up activities for the MWDOC Education Program. Students and families will be directed to the online survey by the student booklet (both print and online versions and other printed materials). The survey would assess household water use practices and suggest water-saving measures based on user responses, citing (where appropriate) specific resources and rebate programs offered by MWDOC, member agencies or other partners. The survey will accommodate others that have not had access to the School Program. The MWDOC and retail agency websites will be integrated with the online survey, using the existing "Resources & Rebates" information as content that survey respondents can review to discover additional water savings as well as other educational materials and resources.
2. **Teaching Staff.** DSC will be responsible for ensuring that adequate, qualified staff are provided for presenting all of the water-related programs called for under this Agreement, including utilizing DSC's existing teachers and hiring and training additional teachers as needed. As new teachers are hired, DSC staff will alert MWDOC staff to the names and backgrounds of the new teachers, and introductions may be arranged upon request. When conducting the Water Education School Program, teaching staff provided by DSC will dress and act in a professional manner to appropriately represent MWDOC and the local water agencies.
3. **Marketing and Scheduling.** DSC shall continue to be responsible for marketing and scheduling the Keypad Assembly Program for grades 1-6. DSC will monitor and report student counts under the various programs on a monthly basis, and this report shall be delivered via email to MWDOC no later than the 8th of each month. DSC shall also provide on a monthly basis, the schedule of upcoming programs for all assembly programs. DSC will also be responsible for program performance and evaluations as well as teacher performance and evaluations on an annual basis.

One of the marketing elements that DSC shall use is the advertising of the "free water education and science programs for Orange County Schools, brought to you by DSC, MWDOC and 30 Local Water Agencies in Orange County" through its color brochure sent directly to all teachers in Orange County. Both parties shall seek out opportunities to market the programs via any mechanisms they have available that will not result in undue cost burdens to the other party. Examples include website links and notices, newsletters, media opportunities and any others that are deemed appropriate.

4. **Pollution Prevention and Runoff Program.** DSC shall assist MWDOC and the County of Orange with the delivery of the Pollution Prevention and Runoff Program booklets to any 5th grade classes participating in the Keypad Assembly Program, providing that these booklets are

printed and delivered to DSC free of charge by the County of Orange. Once the supply of booklets dwindles to less than six months' supply, DSC staff shall alert MWDOC staff so the proper arrangements can be made with the County of Orange to provide additional booklets.

5. **Water Awareness Poster & Slogan Contest and Photography & Digital Arts Contest.** DSC will aid in promoting MWDOC's annual Poster & Slogan Contest and Photography & Digital Arts Contest by distributing printed Contest flyers, provided by MWDOC, to schools/teachers participating in the Water Education School Program. The Contest flyers will be distributed by DSC teaching staff at the close of each assembly during the months leading up to the Contest deadline. Additionally, DSC will continue to furnish, at no cost to MWDOC, a venue/physical location for the annual Awards Ceremony recognizing the winners of the Poster & Slogan Contest and Photography & Digital Arts Contest.
6. **Publicity.** DSC shall invite MWDOC to participate in any advertising or media coverage opportunities where MWDOC's contribution and partnership with DSC can be highlighted.
7. **Payment for Services.** DSC shall invoice MWDOC monthly for services provided in the prior month. The invoices shall specify the number of programs presented and the number of students attending each program. This report shall be delivered via email to MWDOC no later than the 8th of each month. Prior to August 15th, MWDOC will make an initial retainer payment for the coming school year in the amount of \$75,000. The initial retainer payment is intended to provide funding for start-up costs, including technology used in classroom programs, but will be accounted for through monthly invoices provided by DSC based on the activity reports of students involved in the programs in a manner such that subsequent payments will not be required by MWDOC until such time as the cumulative monthly expenses have exceeded \$75,000. Copies of DSC's annual independent audit report will be provided to MWDOC program staff no later than 30 days after the report is presented to the DSC board of directors.
8. **Program Materials.** MWDOC shall be responsible for the cost of printing Ricki the Raindrop Educational Booklets; DSC will be responsible for providing the Ricki the Raindrop Education Booklets in an electronic format. DSC will be solely responsible for providing the replacement of program materials, including visuals and props, demonstration supplies, laptops, projectors, and student-response keypads.
9. **Program Development and Quality Control.**
 - a. DSC shall continue to provide input and recommendations to MWDOC for changes in the existing MWDOC assembly programs to maintain alignment with the California science content standards, the next generation science standards and also with the goals and objectives of DSC, MWDOC and the retail agencies. DSC will ensure that the content of the Water Education School Program is aligned with all current educational standards outlined by the State of California.

- b. MWDOC shall continue to provide input and recommendations to DSC regarding the addition of relevant water messages into the DSC water science programs to maintain alignment with the goals and objectives of the MWDOC and retail agency programs.
- c. Each party shall have the responsibility to report to each other any situations, conditions, performances or other incidents that could possibly reflect poorly on either party or on the Water Education School Program. Corrective actions shall be undertaken in accordance with the non-performance provisions outlined below.
- d. Both parties shall have the right to visit any assembly presentations scheduled by DSC personnel without prior authorization from the other Party. The visits can be for any purpose, including but not limited to conducting performance reviews.

10. **Term and Termination.** This Agreement runs through the 2017-18 School Year, subject to annual 3% rate increase adjustments. Either Party shall have the right to terminate this Agreement, with or without cause, upon 30-days notice to the other Party. However, within 30-days of receiving a notice of termination, both Parties are obligated to work together to develop a "Termination Plan" generally acceptable to the Party receiving the notice of termination. This Termination Plan shall establish a reasonable and cost-effective manner for fulfilling the Water Education Program requirements for the remainder of the academic year in which the notice is given so that the schools and students continue to receive the program without interruption. Both Parties agree to cooperate and use their best efforts to develop a reasonable Termination Plan and carry out the Termination Plan in a manner that preserves the quality of the Water Education Program.

11. **Non-performance.** In the event either Party believes that the other Party has not carried out its obligations under any aspect of this Agreement, the Party alleging default may bring a legal action against the other for any remedies available at law or in equity, however, as a condition precedent to bringing legal action, the non-defaulting Party shall first comply with the following procedures.

- a. The Party alleging default shall give notice in writing to the other Party of the non-performance. The written notification shall outline acceptable options for correction of the non-performance issue.
- b. The Party alleged to be in default shall schedule a meet and confer meeting of the Parties within 5 days of receipt of written notification of non-performance. At this meeting, the Parties shall attempt to develop mutually acceptable corrective action plan and a timeline for implementation. This condition precedent shall be deemed satisfied if the Party alleged to be in default fails or refuses to schedule or participate in such a meeting.
- c. This provision does not constitute a waiver, and compliance with this provision does not constitute satisfaction of applicable claim presentation requirements, if any, under the Government Claims Act, Government Code section 90 et seq.

12. Indemnification.

- a. DSC shall indemnify, defend and hold harmless, MWDOC, its directors, officers, agency, representatives and employees, from and against any and all claims, costs, damages, losses, expenses (including reasonable attorneys fees) or other liabilities resulting from, alleged to result from or in any manner arising out of the negligent or willful acts or omissions of DSC, its directors, officers, employees or agents in the performance of its duties under this Agreement.
- b. MWDOC shall indemnify, defend and hold harmless, DSC, its directors, officers, agency, representatives and employees, from and against any and all claims, costs, damages, losses, expenses (including reasonable attorneys fees) or other liabilities resulting from, alleged to result from or in any manner arising out of the negligent or willful acts or omissions of MWDOC, its directors, officers, employees or agents in the performance of its duties under this Agreement.

- 13. Insurance.** Each Party shall procure and maintain in force during the term of this Agreement and any extension thereof, insurance coverage for general liability, automobile and workers compensation as specified in Exhibit A to this Agreement. Each Party shall add the other Party as an additional insured to their liability policy. Each Party will ensure that their staff participating in the Program and driving their private automobiles to and from Program events carry automobile insurance with coverage limits as specified on Exhibit A.

- 14. Notice.** Any notices required or permitted to be given under this Agreement shall be in writing and personally delivered to the Party to which it is directed, or deposited in the U.S. Mail, postage prepaid addressed as follows:

If to MWDOC:

Municipal Water District of Orange County
P.O. Box 20895
Fountain Valley, CA 92728
Attn: Robert J. Hunter, General Manager

If to DSC:

Discovery Science Center
2500 North Main Street
Santa Ana, CA 92705
Attn: L. Joseph Adams, President

Notification or approvals required by either party under the Agreement shall be the responsibility of Robert Hunter from MWDOC and L. Joseph Adams from DSC, or their respective designees.


15. Amendment. This written Agreement represents the entire agreement of the Parties as to the subject matter addressed herein, and no amendment or modification of the terms of this Agreement shall be valid or binding unless made in writing and signed on behalf of both Parties. No oral understanding, representation, or promises not incorporated into this Agreement shall alter the terms of this Agreement or be binding on either Party.

16. Assignment. No obligation or right of either Party under this Agreement shall be assignable in whole or in part without the written consent of the other Party.

17. Authorization. The persons executing this Agreement represent that they have been duly authorized to do so by the Party on whose behalf they have signed this Agreement, and that the Agreement itself has been duly authorized by the Party they represent.

Dated: 7-29-15

Municipal Water District of Orange County

By: 
Robert J. Hunter, General Manager

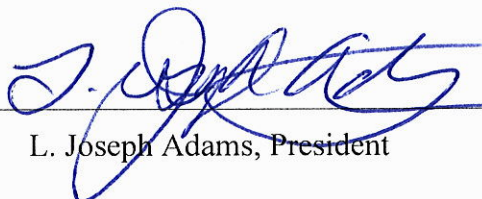
MWDOC Approved as to form:

Dated: 7/27/15

By: 

Dated: 7/30/15

Discovery Science Center of Orange County

By: 
L. Joseph Adams, President

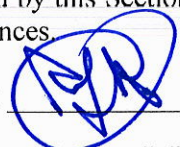
INSURANCE REQUIREMENTS

1. General liability insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence from CG 0001 with a limit of no less than \$5,000,000.00 per occurrence).
2. Automobile liability insurance at least as broad as Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 (any automobile) (or, if DSC has no owned autos Codes 8 and 9 (hired and non-owned automobiles)) with a limit of no less than \$1,000,000.00 per accident.
3. Workers' compensation insurance to the extent required by the State of California and Employer's Liability Insurance with an employer's liability limit of \$5,000,000.00 per accident for bodily injury and disease. This coverage shall be provided separately by DSC and MWDOC each for its own employees.
4. Deductibles of \$10,000.00 or more or self-insured retentions must be declared to and approved by **MWDOC**.
5. Private automobiles used by teachers for transportation to and from Water Education Program events must carry automobile insurance coverage of at least \$100,000 per individual, \$30,000 per accident, and \$50,000 property damage.


The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. **MWDOC**, its officers, Directors and employees are to be covered as additional insureds as respects liability arising out of or in connection with work performed by **DSC**, its employees, agents or representatives. The coverage shall contain no special limitations on the scope of protection afforded to any of the additional insureds.
2. For any claims related to this Agreement, **DSC'S** insurance coverage shall be primary as respects the additional insureds. Any insurance of self-insurance maintained by **MWDOC** shall be in excess of **DSC'S** insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the additional insureds.
4. **DSC'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.
5. Each insurance policy required by this clause shall be enforced to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to **MWDOC**.
6. **DSC** shall furnish **MWDOC** with original endorsements establishing the existence of coverage as required by this Section. All endorsements are to be received and approved by **MWDOC** before work commences.

Initial:


Robert J. Hunter

Initial:


L. Joseph Adams



Street Address:
18700 Ward Street
Fountain Valley, California 92708

Mailing Address:
P.O. Box 20895
Fountain Valley, CA 92728-0895

(714) 963-3058
Fax: (714) 964-9389
www.mwdoc.com

Larry D. Dick
President
Wayne S. Osborne
Vice President
Brett R. Barbre
Director
Joan C. Finnegan
Director
Susan Hinman
Director
Sat Tamaribuchi
Director
Jeffery M. Thomas
Director
Robert J. Hunter
General Manager

MEMBER AGENCIES

City of Brea
City of Buena Park
East Orange County Water District
El Toro Water District
Emerald Bay Service District
City of Fountain Valley
City of Garden Grove
Golden State Water Co.
City of Huntington Beach
Irvine Ranch Water District
Laguna Beach County Water District
City of La Habra
City of La Palma
Mesa Water District
Moulton Niguel Water District
City of Newport Beach
City of Orange
Orange County Water District
City of San Clemente
City of San Juan Capistrano
Santa Margarita Water District
City of Seal Beach
Serrano Water District
South Coast Water District
Trabuco Canyon Water District
City of Tustin
City of Westminster
Yorba Linda Water District

July 29, 2015

TO: L. Joseph Adams, President
Discovery Science Center

FROM: Maribeth Goldsby, Board Secretary

RE: Agreement for Implementation of MWDOC Water Education
Grades 1-6 School Program by Discovery Science Center

- | | |
|---|---|
| <input type="checkbox"/> FOR YOUR INFORMATION | <input type="checkbox"/> PURSUANT TO YOUR REQUEST |
| <input type="checkbox"/> EXECUTED ORIGINAL FOR YOUR FILE | <input type="checkbox"/> PLEASE COMMENT IN WRITING |
| <input checked="" type="checkbox"/> PLEASE SIGN AND RETURN | <input type="checkbox"/> RESPONSE REQUIRED BY _____ |
| <input type="checkbox"/> PLEASE REVIEW AND CALL
TO DISCUSS | <input type="checkbox"/> RETURN ENVELOPE ENCLOSED |
| <input type="checkbox"/> PLEASE TAKE CARE OF | <input type="checkbox"/> SEE INSTRUCTIONS BELOW |
| <input type="checkbox"/> OTHER | |

Attached are two originals of the above agreement. Please sign both and return a fully executed original to this office. Please let me know if you have any questions. Thanks.

ORIGIN ID:APVA (714) 593-5006
MARIBETH GOLDSBY
MUNICIPAL WATER DISTRICT OF ORANGE
18700 WARD ST
P.O. BOX 20895
FOUNTAIN VALLEY, CA 92708
UNITED STATES US

SHIP DATE: 29JUL15
ACTWGT: 0.25 LB
CAD: 9914458/INET3670

BILL SENDER

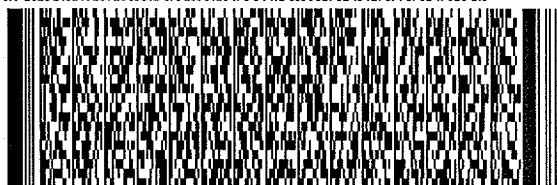
TO **JOSEPH ADAMS**
DISCOVERY SCIENCE CENTER
2500 N. MAIN STREET

SANTA ANA CA 92705

(714) 263-3824
INV:
PO:

REF: DSC AGREEMENT

DEPT:



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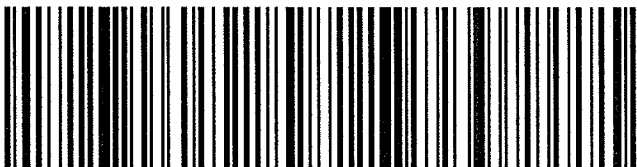
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Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



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Santa Margarita Water District
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Trabuco Canyon Water District
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Yorba Linda Water District

July 15, 2015

TO: L. Joseph Adams, President
Discovery Science Center

FROM: Maribeth Goldsby, Board Secretary

RE: Agreement for Implementation of MWDOC Water Education
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