



Memorandum

Date: April 17, 2018
To: MWDOC Board of Directors
From: Damon Micalizzi, Director of Public Affairs
Subject: **Clarifications to First Extension of Agreement for Implementation of Grades 9-12 Water Education Program by Inside the Outdoors**

CHOICE

For clarification to the attached First Extension of Agreement, the Online Digital Platform offered by The Ecology Center (TEC) as part of the Original Agreement was designed specifically to reach and interact with students. The digital component was developed with an emphasis on teaching students about ways to take action through behavior and attitude changes related to water use. Solution-oriented campaigns such as “Eat Less Water” and “Ditch Disposables” were offered to students as sharable resources. The Online Digital Platform originally promised was fulfilled in the first year of the program (FY 2015/16) and remains accessible to students under TEC’s, “The Water Effect Campaign” – www.theecologycenter.org/water/.

Upon TEC’s termination of its contract in April 2016, the Online Digital Platform was expanded to better align with MWDOC’s traditional methods of educating students. Inside the Outdoors (ITO) continues to reach students with more traditional water use messages and promotes the Choice Program via social media and school district outreach.

Consisting of three in-school visits by ITO’s Traveling Scientists, the Choice High School Program is budgeted for up to 20 high schools.

CORE

The Core High School Program was initiated at the request of members of the Board and with input from Member Agencies. The intention is to ensure that important water issues such as the California WaterFix were integrated into High School curriculum, as those students will soon be able to participate in the process of shaping policy. As part of the Core Program, ITO created a separate digital component referred to as the Deep-Dive Classroom Digital Resources, which was approved by the Board in the Fiscal Year 2017/18 Budget and continues to evolve. This digital component was created for all Orange County teachers to access online digital resources and curriculum. It includes lesson plans, over 60 support videos, online teacher trainings, and local water agency information. The Deep-Dive Digital Resources page is accessible to teachers through ITO’s website – <http://ito.ocde.us/Resources/Pages/Wheres%20My%20Water.aspx>

The Deep-Dive Digital Resources are designed to assist teachers in implementing water education-based curriculum into the classroom. The program includes the popular video contest ‘Voice4Water’ which had over 100 entries this year. Partners include Metropolitan, Dave & Busters, Disneyland, Vans and National Geographic. The curriculum continues to be developed by MWDOC and ITO Staff to include the Next Generation Science Standards and provides MWDOC the opportunity to control the narrative as it relates to topical water policy such as the WaterFix. Since November 2017, the Teacher Resources page has become the second most visited page on the ITO website with 38,000 users from every Orange County city except Laguna Woods. MWDOC Staff continues to work with ITO to develop the Core Program to ultimately integrate it into the Choice Program.

**Orange County Department of Education/Inside the Outdoors
Municipal Water District Orange County
2018/19 HIGH SCHOOL PROGRAMS**

CHOICE PROGRAMS	CORE PROGRAMS
<p>Campus Student Programs Year-long curriculum includes:</p> <ul style="list-style-type: none"> ○ First visit: Traveling Scientist provides standards-aligned water education, water industry careers, and community engagement ○ Students conduct campus water audit ○ Second visit: Traveling Scientist provides overview of the California Fix, EcoRestore, and water reliability. Students debate California Fix. ○ Students design campus and/or community engagement project ○ Third visit: Traveling Scientist assists with implementation of project and collection of impact data 	<p>Deep-Dive Classroom Digital Resources and Follow-Up Activities</p> <ul style="list-style-type: none"> ○ Annual Video Contest ○ Lesson plans including support videos ○ Video trainings for teachers ○ Student Service-Learning Community Outreach Days
	<p>Traveling Scientist Classroom Visit</p> <ul style="list-style-type: none"> ○ In-class presentation available to teachers who utilize at least two lessons from digital resources
	<p>Teacher Trainings (up to 100 teachers)</p> <ul style="list-style-type: none"> ○ Water education professional development to provide teachers with training
	<p>Public Outreach/Promotion</p> <ul style="list-style-type: none"> ○ Social media water education and promotion of member agency initiatives and contests

**Orange County Department of Education/Inside the Outdoors
Municipal Water District Orange County
2018/19 HIGH SCHOOL PROGRAMS**

Water Education Choice Programs

		Cost Per School	Total Cost		Educators	Students*	Total
Student On-Campus Programs (up to 20 agencies and/or schools)							
	On-Campus water education	\$4,371	\$87,420		40	40,000	40,040
	Total	\$4,371	\$87,420		40	40,000	40,040

*Campus-wide activities impact entire school campus. 2,000 students based on an average enrollment. Actual numbers will vary based on enrollment at the participating school.

Water Education Core Program

		Total Cost		Educators	Students	Total
Teacher and Community Programs (all 27 agencies)						
	Deep-Dive Classroom Digital Resources and Follow-Up Activities	\$25,143			25,000	100
	Teacher Trainings	\$2,652		100		100
	Student Water Education Days (kick-off event(s) and water education days of service)	\$7,957			100	100
	Public Outreach/Promotion	\$7,957		4,000		4,000
Traveling Scientist						
	In-class presentations	\$20,291		50	1,845	1,895
	Total	\$64,000		4,150	26,945	31,095

**AGREEMENT FOR IMPLEMENTATION OF
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
WATER EDUCATION GRADES 9-12 SCHOOL PROGRAM
BY INSIDE THE OUTDOORS (ITO)**

THIS AGREEMENT is entered into on July 1, 2015, by and between the Municipal Water District of Orange County (MWDOC) and the Orange County Superintendent of Schools, maintaining the Inside the Outdoors (ITO), for services in connection with administering MWDOC's Water Education School Program in Orange County High Schools (the "Agreement"). MWDOC and ITO may be referred to collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, MWDOC desires to contract with and utilize the services of ITO to plan, develop, implement and administer a Water Education School Program in Orange County High Schools (grades nine through twelve) beginning July 1, 2015 for MWDOC and its retail agencies; and

WHEREAS, this program is intended to engage, energize and 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 to be aligned with the science content curriculum and education standards established by the State of California and is to integrate 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, ITO is the Orange County Superintendent of Schools' environmental science program. ITO has close working relationships with Orange County public school districts and private schools eligible for the MWDOC High School program. Further, ITO has a 40+ year history of partnering directly with Orange County schools and staff, providing over 80,000 hands-on education experiences to Orange County K-12 students each year. ITO's Youth Stewardship Council is an existing middle and high school environmental stewardship program, inspiring students to take action to change Orange County communities. Schools are familiar with the innovative and high-quality education programming ITO has been providing for over four decades; and

WHEREAS, ITO will be contracting with The Ecology Center (TEC) to leverage the strengths of both organizations to provide a unique opportunity for Orange County youth to lead the way in community water conservation engagements and the services to be performed by TEC are described in the MWDOC Proposal, RFP #0416, dated May 11, 2015, which is attached as Exhibit A and incorporated and referenced herein to this Agreement. Together, TEC and ITO have a shared vision with the skills, resources, experience, and knowledge to implement a holistic water education in High Schools. TEC is a 501(c)3 non-profit located in San Juan Capistrano. In six years, TEC

transformed an empty dirt lot into the premier regional center for sustainability education, and water conservation techniques. The TEC facility is an innovative educational venue that is shifting behavior towards positive hands-on water conservation solutions, putting theory to practice by incorporating water education in all aspects of our space and providing a model of sustainable living. The Ecology Center serves as a site for tours, student field trips, school programming, and community events; and

WHEREAS, TEC and ITO have already established successful collaborations with partners to develop and design meaningful, transformational programs which resulted in changes to public behavior. Business partnerships have amplified water awareness through interactive and multi-media campaigns, curriculum development, and content creation; and

WHEREAS, both TEC and ITO work with students to address the water crisis and severe drought conditions in California. Water education is an integral part of both programs. TEC's Good Water Program is a robust water educational curriculum with a proven track record of success. ITO's Youth Stewardship Council engages Orange County middle and high school students in real life experiences that turn classrooms and students into active participants in environmental stewardship and civic leadership; and

WHEREAS, MWDOC, ITO and TEC 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 beginning with the 2015-16 academic year and ending after the conclusion of the 2017-2018 academic year. There is the potential for two one year renewal terms following 2017-18 as further described in Section 8. In years 2 and 3 of this Agreement, the rate will increase 3% each year with MWDOC agreeing to a minimum \$80,000 of revenue in year 1, with a predetermined revenue increase of 3% each year in years 2 and 3, under conditions as further described below.

1. **Water Education School Program:** ITO, combined with its subcontractor TEC, will provide the following educational programs to public and private schools in Orange County
 - a. **Teacher Trainings (minimum of 100 teachers per year):** Training teachers in water curriculum is an effective way to sustain long-term water education and awareness. TEC will partner with Orange County Superintendent of Schools' Office of STEM (Science, Technology, Engineering, and Math) Education to provide training that will include educational material about water sources, water conservation, water recycling, watersheds, and ecological solutions for the benefit of their current and future students. Teachers will learn a variety of water conservation methods such as irrigation technology, rainwater harvesting, water recycling, and water foot-printing through a tour at the TEC facility. These trainings allow teachers to support student-led conservation efforts.
 - b. **Create an engaging Online Digital Platform** that will allow youth to take action by providing them with digital assets that are relevant and meaningful. MWDOC, its retail agencies and up to 10 students will be selected to provide input on the design and implementation of the digital platform. Resources, including a toolkit, curriculum, and how-to's with respect to water and water conservation, will assist youth as they form campus-based water

conservation initiatives. Youth will be able to hear from their peers and experts on how they can change water conservation attitudes and behaviors.

- i. **Beyond the Schools.** The digital component will impact current and future students beyond those who participate directly in the program at the time of implementation. The platform will facilitate and help evaluate continued student participation, networking, and story-sharing between students and schools long after the grant period has ended. Depending on budget availability, several strategically placed water retrofit projects are anticipated at participating school communities with the collaboration of partners such as Hurley's Hydration Nation. This will bring water saving into the physical presence of thousands of community members each day and also help facilitate water conservation and awareness long after the program's completion. This includes installing reusable water bottle filling stations (currently at six high schools initiated by TEC), along with rain barrels, rain gardens, and educational signage.
- c. **Student Programs (targeting 25,000 students per year):** Educating students about California's water issues and ecological solutions is the foundation for creating youth water conservation ambassadors. ITO will work with MWDOC and its retail agencies to target a minimum of 10 High Schools throughout Orange County, based on input and sponsorships provided by the retail agencies, that will involve the following:
 - i. Host a student Call-to-Action Workshop at TEC and/or ITO. Schools throughout Orange County will be invited to send youth representatives to a kick-off event where youth will be inspired as they interact with TEC and ITO staff, community organizing and public awareness campaign experts, and other youth from throughout Orange County. Students will learn how to start an environmental club at their school, engage their classmates and community in a behavior-changing water conservation campaign.
 - ii. Train student educators and presenters. Workshops will include training on the classroom-to-classroom educational campaign roll-out that students will implement with assistance from ITO staff. ITO staff will participate in classroom education as necessary.
 - iii. Work with school clubs to develop a campus-wide water conservation call to action. ITO will meet with clubs to mentor students on campus outreach techniques. Students will design and implement call to action public awareness water conservation campaigns, designed to engage their classmates in the digital platform. Once the campaign is designed, students will engage classmates through classroom-to-classroom campaign kick-off presentations, public service announcements to the entire school, promotion of the campaign during school assemblies, and common area water education exhibits. Clubs will conduct school water usage audits and develop other data to share at a campus-wide water conservation expo. Pre-and post-visit assessments will measure program impacts.
 - iv. ITO staff will work with clubs to design an expo at each of the targeted High Schools. At the expo, there will be up to six interactive water education exhibits for the students to visit. Student-led activities will be the central focus of the expo, with additional activities led by ITO and TEC. All expo activities will promote the digital platform to further engage students and expand the impact to families and communities. Participation in the expo will be measured by the number of student water conservation pledges. In partnership with Hurley, re-usable water bottles will be provided as

educational and fundraising mechanisms to share good water solutions. The goal is to activate good water stewardship throughout the entire school campus and develop future activists who will lead their own water retrofitting projects.

- v. Based on ITO's successful Youth Stewardship Council program and TEC/Hurley's Hydration Nation leadership model, TEC and ITO will work with the clubs to develop long-standing campus-wide water conservation calls to action. The goal is to activate good water stewardship throughout entire school campuses and develop the future activists of our generation who will lead their own water retrofitting projects.
- vi. Pre-and post-visit assessments are to be provided to teachers through the registration packets. Pre-visit assessments establish a baseline and post-visit assessments measure changes in knowledge, awareness, and behavior. Following participation in the program, assessment results are analyzed to evaluate areas of academic growth, increased water conservation practices, and behavior change. TEC and ITO staff are trained to check for student understanding as they teach. This is done using a variety of techniques, such as "every person responds." As part of the digital platform, participants will reconnect with the digital hub which will allow tabulation and reporting to MWDOC and the retail agencies regarding water savings, school feedback, number of student participants, etc.

2. **Roles of ITO and TEC.** Although, MWDOC will be contracting directly with ITO, the roles of ITO and TEC are generally understood as listed below. If there are any significant deviations from the list of responsibilities below, ITO shall notify MWDOC and seek its concurrence, which shall not unreasonably be withheld:

ITO

- Market programs
- Recruit and register schools
- Lead all campus-based activities
- Participate in annual kick-off workshop
- Co-lead teacher trainings
- Oversee evaluation and reporting
- Billing

TEC

- Market programs
- Lead the development of digital platform, through its partnership with ZAGO
- Design branded water education assets
- Host an annual kick-off workshop
- Co-lead teacher trainings
- Participate in campus expos
- Offer incentives such as field trips to participating schools

3. **Program Location.** The program will take place in Orange County schools, at TEC and ITO outdoor education sites, and online through a digital platform. Students will be engaged in the

program through online activities that are supported by campus-based education programs and workshops. Teachers will be trained to further engage students through classroom activities.

4. **Key Concepts.** The programs that are part of the High School Program will utilize the following methods to incorporate key water education messages; MWDOC and their retail agencies shall provide input and suggestions into the key messaging elements, the program development and the content-aligned activities. Key elements shall include:
 - Limited amounts of fresh water on the earth
 - Access to fresh water is unequally distributed on the earth
 - Sources of water in Orange County
 - Droughts, what they are, what they mean, their occurrence, how to deal with them
 - Water Use Efficiency and what it means
 - Humans determine the quantity of fresh water consumed through their choices – both directly and indirectly
 - Water Recycling and what it means, different qualities of recycled water, opportunities to use water more than once
 - Methods to recycle water for re-use
 - Groundwater, groundwater recharge and sustainable pumping
 - Dynamic Earth Processes
 - Properties of ocean water can be used to explain the structure of the oceans, the generation of ocean currents, and the geographic distribution of marine organisms
 - Interaction of wind patterns, ocean currents, and mountain ranges results in the global pattern of latitudinal bands of rain forests and deserts.
 - Humans play a major role in determining how water is distributed on the earth
 - Biodiversity is affected by alterations in habitats
 - Measurement of human impact on ecosystems
5. **Teaching Staff.** ITO will be responsible for ensuring that only adequate, qualified staff, including any and all staff provided or utilized by an subcontractors, including TEC, are provided for presenting all of the water-related programs called for under this Agreement. ITO shall be responsible for ensuring that appropriate background checks/screening are conducted for any individuals who will be directly involved at Schools or with the students to ensure their background does not include any improprieties with children or students. To the extent that ITO requires its subcontractors to conduct such screenings, ITO must use its best efforts to ensure that its subcontractors comply with such requirement. When conducting the Water Education School Program, teaching staff will present themselves and act in a professional manner to appropriately represent MWDOC and the local water agencies.
6. **Marketing and Scheduling.** ITO shall be responsible for marketing and scheduling the High School program with the various schools, in conjunction with input provided by MWDOC and the retail agencies. ITO will monitor and report activities and progress 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. ITO shall also provide on a monthly basis, the schedule of

upcoming programs to allow for observation by MWDOC and the retail agencies. ITO will also be responsible for program performance and evaluations as well as teacher performance and evaluations on an annual basis.

7. **Publicity.** ITO shall invite MWDOC to participate in any advertising or media coverage opportunities where MWDOC's contribution and partnership with ITO can be highlighted. ITO shall use its best efforts to brand the High School Program in a manner to promote MWDOC and the retail water agencies in Orange County. More particularly, ITO shall promote and acknowledge MWDOC and the specific sponsoring retail agency for any High School Expo. ITO shall look for other opportunities to promote MWDOC and the retail water agencies in Orange County.

8. **Payment for Services.**

- (a) This Agreement recognizes that both ITO and TEC will be bringing resources together from sources in addition to the funding provided by MWDOC to carry-out the program. MWDOC shall not have any obligation or responsibility for funding or resources other than those outlined in this paragraph. MWDOC has committed to providing a minimum level of funding of \$80,000 for School Year 2015-16 to ITO. The estimated cost to carry-out the program for School Year 2015-16, as submitted by ITO and TEC is approximately \$140,000 or more. MWDOC has agreed that \$40,000 of its funding shall be applied towards development and implementation of the Online Digital Platform as outlined in Section 1(b) above and that \$40,000 of its funding shall be applied towards 10 High School Program efforts as further described in Section 1 (c) above. Unless agreed to in writing by MWDOC and pursuant to Section 8(b) below, under no circumstances is MWDOC responsible for paying more than \$80,000 in year one of this Agreement.
- (b) In the event that MWDOC's retail agencies desire to target more than 10 High Schools, each additional High School shall cost MWDOC \$4,000 each. ITO shall invoice MWDOC monthly for services provided in the prior month in the following manner:
- 50% of the Digital Platform funding shall be paid upon completion of the program design concept; the remaining 50% of the Online Digital Platform funding shall be paid when the program goes live.
 - 50% of the High School Program amount shall be paid at such time as firm schedules for the Expos have been established in each High School; the remaining 50% shall be paid upon completion of the High School Expos and upon submittal of the documentation regarding the number of students attending each Expo.
 - Monthly reports on activities completed shall be delivered via email to MWDOC no later than the 8th of each month.
 - Invoices submitted by the 25th of the month will be paid by the 15th of the following month.

9. **Program Materials.** MWDOC shall NOT be responsible for any additional costs under the program, other than the payments to be made to ITO. ITO will be solely responsible for providing all of the program materials, including visuals and props, demonstration supplies, laptops, projectors, student-response keypads and any other materials, equipment or supplies to carry-out the program.

10. Program Development and Quality Control.

- a. The High School Water Education School Program is a new program for MWDOC and its retail agencies. As such, they would like to have the ability to provide input, suggestions and direction into the program as it is put into place the first year, and after the first year to make any changes or adjustments in subsequent years. For purposes of providing input, MWDOC shall periodically convene a "workgroup" of five or six retail agencies along with MWDOC staff to meet with ITO and TEC. This would include input and suggestions towards the development of the digital platform. ITO and TEC shall notify MWDOC of opportune times to convene the "workgroup". It is anticipated the "workgroup" could meet as many as six times each year.
- b. ITO and TEC shall continue to provide input and recommendations to MWDOC for changes in the program elements in carrying out the program and shall notify MWDOC in the event of any significant schedule or content changes. ITO will ensure that the content of the Water Education School Program is aligned with all current educational standards outlined by the State of California including the Next Generation Science Standards.
- c. MWDOC and its retail agencies shall continue to provide input and recommendations to ITO regarding the addition of relevant water messages into the programs to maintain alignment with the goals and objectives of the MWDOC and retail agency programs.
- d. 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 High School Water Education School Program in writing. Corrective actions shall be undertaken in accordance with the non-performance provisions outlined below.
- e. Both parties shall have the right to visit any assemblies, gatherings, meetings, school programs, presentations or other activities scheduled by the other Party or any of its subcontractors with prior authorization from the other Party, which shall not be unreasonably withheld and shall be provided in a timely manner. The visits can be for any purpose, including but not limited to conducting performance reviews.
- f. To the extent that there is a disagreement between MWDOC and ITO regarding program content and parameters, MWDOC shall have the right to require that ITO accept MWDOC's recommendations, which may include edits, deletions, or additions to the program. Any changes made to the program content and parameters must be aligned with the science content curriculum and education standards established by the State of California.

11. **Term and Termination.** This Agreement will commence as of July 1, 2015 and will terminate as of June 30, 2018 unless both Parties agree to renew this Agreement pursuant to Section 16 of this Agreement. The term of this Agreement shall not exceed a total of five (5) years. 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.

12. 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..

13. Indemnification.

- a. ITO 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 attorney's 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 ITO, its directors, officers, employees or agents, including any subcontractors, in the performance of its duties under this Agreement.
- b. MWDOC shall indemnify, defend and hold harmless, ITO, its directors, officers, agency, representatives and employees, from and against any and all claims, costs, damages, losses, expenses (including reasonable attorney's 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, including any subcontractors, in the performance of its duties under this Agreement.

14. Insurance. Each Party and any of its subcontractors 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 B** to this Agreement. Each Party and its subcontractors shall add the other Party as an additional insured to their liability policy. Each Party and subcontractors 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 B**.

15. **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 ITO:

Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, CA 92626
Attn: Patricia McCaughey, Coordinator, Purchasing, Contracts & Transportation

Notification or approvals required by either party under the Agreement shall be the responsibility of Robert Hunter from MWDOC and Patricia McCaughey from ITO, or their respective designees.

16. **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.
17. **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.
18. **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.
19. **Copyright/Trademark/Patent.** MWDOC understands and agrees that all matters produced under this AGREEMENT shall become the property of ITO and cannot be used without ITO'S express written permission. ITO shall have all right, title and interest in said matters, including

the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the ITO. MWDOC consents to use of MWDOC'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Notwithstanding anything to the contrary in this section, ITO hereby grants to MWDOC a non-exclusive license to use all matters produced pursuant to this Agreement. As part of such grant, MWDOC shall have the right to use such matters and information for any purpose and in any medium. The provisions of this section shall continue and survive after the termination of this Agreement.

20. Tobacco Use Policy. In the interest of public health, ITO and MWDOC provide a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by MWDOC or ITO pursuant to ITO's Policy 400.15. Failure to abide with the conditions of this policy by either Party could result in termination of this Agreement.

21. Non-Discrimination. MWDOC and ITO agree that each will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

22. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

Dated: 8-21-15

Municipal Water District of Orange County

By: 

Robert J. Hunter, General Manager

MWDOC Approved as to form:

Dated: _____

By: _____

Joseph P. Byrne, General Counsel

Dated: August 21, 2015

Orange County Superintendent of Schools

By: 

Patricia McCaughey, Coordinator

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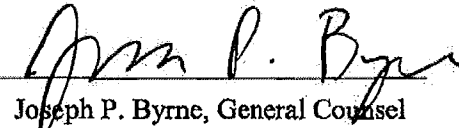
Dated: 8-21-15

Municipal Water District of Orange County

By: 
Robert J. Hunter, General Manager

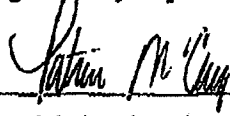
MWDOC Approved as to form:

Dated: 8-21-15

By: 
Joseph P. Byrne, General Counsel

Dated: August 21, 2015

Orange County Superintendent of Schools

By: 
Patricia McCaughey, Coordinator

The
Ecology
Center



ITO:

Stephanie Smith, Operations Manager

Stephanie will provide ITO project oversight and act as the primary point of contact throughout the duration of the program. Stephanie will work closely with TEC to ensure project cohesiveness.

Kelly Ellis, Curriculum Specialist

Kelly will oversee school recruitment and registration. She will administer program evaluation tools including audits, pre-and post-visit tests, and teacher surveys. Kelly will provide all contractually required reports.

Julie Bini, Program Support Specialist

Market, recruit and schedule schools for water education programs

Mark Atkinson, Program Naturalist

Oversee on-campus student engagement programs

Field Naturalists

Deliver on-campus student engagement programs

3. APPROACH

A. MARKETING/SCHEDULING

ITO is the Orange County Department of Education's environmental science program. ITO has close working relationships with all Orange County public school districts and private schools eligible for the MWDOC water education programs. Further, ITO has a 40+ year history of partnering directly with Orange County schools and staff. Schools are familiar with the innovative and high-quality education programming ITO has been providing for over four decades. TEC is well established within the community and has a history of delivering excellent environmental education programs. Leveraging the relationships of both TEC and ITO, education programs will be promoted to all eligible High Schools through OCDE's superintendent, assistant superintendent, principal, and teacher listserv; TEC and ITO email lists, website postings, printed collateral (sent through OCDE's inter-district mail with no postage costs); **School News Roll Call** ads; phone calls and visits to schools, and earned media. The program will also be marketed through each organization's existing web platforms, as well as OCDE's site. Innovative marketing strategies, such as program promotion through the Orange County Business Council and local PTA's will allow us to reach well over 200,000 educators, business leaders, and community members. This gives us confidence that not only will program participation numbers be met, additional community support and awareness will be secured.

TEC and ITO will co-brand and market the program continuously throughout the contract to ensure all numerical targets are met. This program has a tiered marketing strategy, beginning with emails and intra-district mailers, followed up with phone calls and school visits. Programs are promoted through media outlets simultaneously to reach as many school staff and parents as possible. The program has extensive experience in successful administration of contracts similar in scope and size to the MWDOC water education program.

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Schools will register for MWDOC water education programs utilizing ITO's user-friendly online registration system. Additionally, staff is available to assist schools and answer questions. Staff will also utilize these marketing procedures to reach out to and help engage non-participating water agencies in Orange County.

Monthly registration targets will be set at the beginning of each contract year and registration reports will be pulled from the online system to ensure targets are met. ITO will provide MWDOC with reports as follows:

Monthly: Excel spreadsheets and PDF's of schools scheduled by program (school, retail water provider, date of program, program type, student attendance)

Annually (or more frequently, when requested by MWDOC staff): Overview report, including summary of monthly registration reports, evaluation/assessment/survey results, program anecdotes and photos, marketing/media reports, and other relevant data

Digital Platform Approach.

TEC and ITO have existing water education curriculum and toolkits already proven successful in schools. We aim to utilize the most effective engagement tool of our time - social media and on-line tools - to engage and inspire youth to take immediate action to help conserve California's water resources. Our digital engagement platform will allow us to interact with students on various levels:

- **Education** (teaching water education)
- **Demonstration** (leading by example and providing visual examples of water conservation)
- **Participation** (inspiring action).

Digital media is an innovative force that has a profound influence on today's teenagers. Utilizing a digital platform, we will be able to reach more students in more impactful ways, presenting good water stewardship as fun and exciting, thereby helping to shape the values and attitudes of Orange County's future leaders. A digital platform will also enable us to reach more students at a lower cost. Orange County has 68 public high schools, 36 continuation schools, and 88 private high schools with a student enrollment of over 235,000 students. As these students already engage frequently in social media and technological social outlets, we believe that an online campaign will be instrumental in transforming and inspiring the maximum amount of students to action. By combining digital assets with school-based outreach, we are able to support students on multiple levels. Most importantly, our digital program and campaigns will inspire students to become water experts, stewards, and ultimately share their success and passion for water conservation with their peers and families.

B. EDUCATION STANDARDS

Our programs align with the current state standards, including relevant academic standards, California Science and Social Science Content Standards, and 21st century skills. We are also integrating the Next Generation Science Standards (NGSS) into existing and future programs.

Next Generation Science Standards

Currently, the State is in the introductory stage of the new science standards. Full implementation of NGSS in schools will take place during the 2016-2017 school year. We are prepared for the

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implementation, with curriculum that will align to the NGSS Science and Engineering Practices and Crosscutting Concepts.

Programs align with relevant academic standards, Standards and 21st Century Competencies as follows:

- Assist with 21st Century Competencies through Project Based Learning
- Build early STEM (Science, Technology, Engineering, Math) thinking
- Build language acquisition skills through communication and collaboration
- Teach application of classroom lessons to real-life situations
- Create opportunities for project-based learning through hands-on instruction

At the high school level, TEC and ITO introduce standards-aligned materials and programming that focuses on strategies of ecological engagement, positive activism and leadership to spread water-saving awareness on local and global levels. These programs align with the following science standards:

Grade Levels	Standards
9-12	9 th – 12 th : Ecology 6a-g; Earth Sciences 6a-c; 9a-d; Investigation and Experimentation 1a-n

Our informal science educators have science or education degrees and go through a rigorous training. The program is overseen by OCDE, with support from numerous credentialed teachers and administrators.

C. PROGRAM FORMAT

I. PROGRAM FORMAT

Our program focuses on a digital environmental education platform with the tools and resources students need to engage their campus and community in water conservation. All students will participate in an interdisciplinary, multi-sensory program that includes standard-based classroom activities and a digital platform that is designed for and by youth. The platform is supported by on-the-ground outreach that will reach a minimum 10 high schools/25,000 students each year as follows:

1. Teacher Trainings (100 teachers per year): Training teachers in water curriculum is an effective way to sustain long-term water education and awareness. We will partner with OCDE's Office of STEM (Science, Technology, Engineering, and Math) Education to provide training that will include educational material about water conservation, watersheds, and ecological solutions for the benefit of their current and future students. Teachers will learn a variety of water conservation methods such as rainwater harvesting, water recycling, and water foot-printing through a tour at the TEC facility. These trainings allow teachers to support student-led conservation efforts.

2. Student Programs (25,000 students per year): Educating students about California's water issues and ecological solutions is the foundation for creating youth water conservation ambassadors. We will do this by:

- **Creating an engaging Online Platform.** A key element of this program is an innovative online water conservation platform that will ignite youth to take action by providing them with digital assets that are relevant and meaningful. Up to 10 students will be selected to provide input on the design of

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the platform. Resources, including a toolkit, curriculum, and how-to's, will assist youth as they form campus-based water conservation initiatives. The toolkit will come to life through student-generated shareable content. Youth will be able to hear from their peers and experts on how they can change water conservation attitudes and behaviors.

- **Hosting a student Call-to-Action Workshop at TEC.** Schools throughout Orange County will be invited to send two youth representatives to a kick-off event where youth will be inspired as they interact with TEC and ITO staff, community organizing and public awareness campaign experts, and other youth from throughout Orange County. Students will learn how to start an environmental club at their school, engage their classmates and community in a behavior-changing water conservation campaign.
- **Training the student educators and presenters.** Workshops will include training on the classroom-to-classroom educational campaign roll-out that students will implement with assistance from ITO staff. ITO staff will participate in classroom education as necessary.
- **Working with the clubs to develop a campus-wide water conservation calls to action.** ITO will meet with clubs to mentor students on campus outreach techniques. Students will design and implement call to action public awareness water conservation campaigns, designed to engage their classmates in the digital platform. Once the campaign is designed, students will engage classmates through classroom-to-classroom campaign kick-off presentations, public service announcements to the entire school, promotion of the campaign during school assemblies, and common area water education exhibits. Clubs will conduct school water usage audits and other data to share at a campus-wide water conservation expo. Pre-and post-visit assessments will measure program impact.

ITO staff will work with clubs to design an expo. At the expo, there will be up to six interactive water education exhibits for the students to visit. Student-led activities will be the central focus of the expo, with additional activities led by ITO and TEC. All expo activities will promote the digital platform to further engage students and expand to impact to families and communities. Participation in the expo will be measured by the number of student water conservation pledges. In partnership with Hurley, we will supply schools with re-usable water bottles as educational and fundraising mechanisms to share good water solutions. The goal is to activate good water stewardship throughout the entire school campus and develop future activists who will lead their own water retrofitting projects.

3. Developing a legacy of Water Stewardship. The digital component will impact current and future students beyond those who participate directly in the program at the time of implementation. The platform will facilitate and help evaluate continued student participation, networking, and story-sharing between students and schools long after the grant period has ended. Several strategically placed water retrofit projects will be installed at participating school communities with the collaboration of partners such as Hurley's Hydration Nation. This will bring water saving into the physical presence of thousands of community members each day and also help facilitate water conservation and awareness long after the program's completion. This includes installing reusable water bottle filling stations (currently at six high schools initiated by TEC), along with rainbarrels, rain gardens, and educational signage.

Based on ITO's successful Youth Stewardship Council program and TEC/Hurley's Hydration Nation leadership model, we will work with the clubs to develop long-standing campus-wide water conservation calls to action. The goal is to activate good water stewardship throughout entire school campuses and develop the future activists of our generation who will lead their own water retrofitting projects.

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II. PROGRAM LOCATION

The program will take place in Orange County schools, at TEC and ITO outdoor education sites, and online through a digital platform. Students will be engaged in the program through online activities that are supported by campus-based education programs and workshops. Teachers will be trained to further engage students through classroom activities.

III. KEY CONCEPTS

The programs that are part of this proposal utilize the following methods to incorporate water education key messages, MWD/DOC, and member agency awareness into content-aligned activities:

Ecology

- Students understand that biodiversity is affected by alterations in habitats
- Students know how to measure human impact on ecosystems

Dynamic Earth Processes

- Students know properties of ocean water can be used to explain the structure of the oceans, the generation of ocean currents, and the geographic distribution of marine organisms
- Students know the interaction of wind patterns, ocean currents, and mountain ranges results in the global pattern of latitudinal bands of rain forests and deserts.

Human Ecology

- Students know that there is a limited amount of fresh water on the earth
- Students know that access to fresh water is unequally distributed on the earth
- Students know that humans play a major role in determining how water is distributed on the earth
- Students understand that humans determine the quantity of fresh water consumed through their choices – both directly and indirectly
- Students know about various methods to recycle fresh water for re-use

EXAMPLES

Examples of lessons that address MWD/DOC's focus areas and align with the State of California educational standards include:

- **Water Use Efficiency:** In the Global Perspective module, students learn about water from a global perspective and are educated about countries that have no access to clean water. Students engage with a case study of Waves for Water- an activist campaign to provide simple water filters to developing countries in need. Next, students have the opportunity to participate in ecological campaigns that raise money for water saving systems. This module meets NGS standards for grades 9 – 12: ESS3.A Natural Resources
- **Groundwater:** To expand on existing programming, TEC and ITO will develop curriculum around a groundwater recharge programming via the Orange County Water District with a focus on applied skills for careers such as engineering, hydrology, and geology. This module will meet NGS standards for grades 9 – 12: ESS2.E Biogeology
- **Water Recycling:** Students have the opportunity to install rain barrels on school campuses. Another example of a water challenge is a water fountain retrofit on campus, where students think of innovative ways to save water through on-campus water fountains. This module will meet NGS standards for grades 9 – 12:

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ESS3.C Human Impacts on Systems

By utilizing a curriculum that meets State learning standards in the areas of Language Arts, Mathematics, and Life Science, this project is a catalyst to advance both state and local educational goals, as well as improving environmental literacy in formal education programs i.e. public school classrooms. Students will apply interdisciplinary skills as they Language Arts to design public awareness messages, math skills to perform water audits, and science skills to explore local water issues.

This program educates students and teachers on major issues in water conservation through a variety of modalities. Program activities require students to consider where their water comes from and examine how their daily activities affect the health and amount of their water supply. Our program challenges students to use critical thinking, problem solving, and decision-making skills to choose behaviors based on water stewardship appropriate to their lifestyle. We start with simple hands-on activities and demonstrate how everyone doing their part creates a significant impact to the state and condition of our water supply community-wide and worldwide.

IV. PROPS

This program incorporates the following props: scientific equipment (water testing supplies, thermometers, touch tanks), aquifer models, mini-water filtration/treatment display tanks, water, demonstration plants (to show how plants save water), iPads, laptops, projectors, activity cards (prompts that facilitate critical thinking as students perform various experiments), visual displays such as educational posters and 3-D science models.

Schools in the program will have access to The Water Shed. The Water Shed is an award-winning, interactive mobile exhibition on water conservation that serves as a unique educational tool on good water stewardship. Students learn where our water comes from, how to conserve it, and how's it's reused. The Water Shed also demonstrates the concept of water foot-printing, which is the water used in the manufacturing and transporting of the goods and services we use. Students will learn how to make smart water choices in their daily activities.

V. TECHNOLOGY

We will develop a water education digital platform. An interactive, digital platform will engage young people to use existing channels of social media to create community interaction around water awareness. This will also allow us to reach a significantly larger number of students that will prove extremely cost effective. With the help of Zago (Contractor), TEC will develop an online and media presence that connects our youth to activities where they can get involved in water conservation via online platforms.

Students will use technology to create digital content, campus-based outreach collateral (print, video), and to track results (water audits, pledges at the expo).

VI. BRANDING

TEC and ITO will include MWDOCs brand in all materials (printed and online) in conjunction with our own brands. We will work with Zago (Contractor) and their internal marketing staff to ensure MWDOC's brand is referenced on program materials.

VII. OTHER

The partnership between TEC and ITO is based on each organization's strengths. Focusing on those strengths, as well as over 45 years of combined environmental education experience, we believe this program will create systemic change in how Orange County approaches water conservation. Each

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organization brings unique relationships to the partnership. TEC works closely with Hurley, a brand that resonates with youth. Zago, another TEC partner, creates award-winning digital platforms that are relevant to youth. ITO is part of the Orange County Department of Education and currently provides programs in every Orange County school district, including high school districts. OCDE has close working relationships with the Orange County Business Council, which will be important in marketing the program to the business community.

The program is scalable, and while the goal is to market to all public high schools and implement the program in at least 10 schools per year, with additional resources, we can reach more schools, especially middle schools and other target schools in Orange County.

Our unique marketing and digital approach will provide water education and impact to teens throughout OC, well beyond the 10 schools in which we target with more in depth programming.

We take pride in answering the call for much needed environmental change in relation to our existing water crisis. Most important is our approach in leading others to follow in the footsteps we have already taken. We lead by example. TEC's facility stands as a comprehensive ecological center setting us apart. The Center is a place where students can gather and actually observe opportunities for significant water savings and practice behavioral changes. ITO's environmental education site serves as a field trip location where thousands of Orange County students experience firsthand why water is important to humans, wildlife, and natural habitat. Instead of focusing on the negative aspects of our current water crisis, our two facilities help focus on how positive behavioral changes (no matter how small) can make a difference when done collectively. These same principles have helped shape our growing water educational programming. We are excited to move the entire community closer to hands-on sustainability through educating and empowering our youth.

d. Evaluation

As part of the digital platform for this program, participants will reconnect with the digital hub as a way to evaluate our impact and share our success stories. This will allow us to tabulate information (water savings, school feedback, number of student participants, etc.) and quantify the results for reporting back to MWDOC.

Student Evaluation

- **Pre-and post-visit assessment:** Assessments are provided to teachers with registration packets. Pre-visit assessments establish a baseline and post-visit assessments measure changes in knowledge, awareness, and behavior. Following participation in the program, assessment results are analyzed to evaluate areas of academic growth, increased water conservation practices, and behavior change.
- **Observation:** Staff are trained to check for student understanding as they teach. This is done using a variety of techniques, such as "every person responds." An example of this follows:

Q: California Native plants adapt to save water. Thumbs up if you agree with that statement. Thumbs down if you don't.

When the students respond, staff checks to make sure that all students understood the concept. While this is not a written measurement, it provides active, real-time evaluation. ITO's well-trained staff can adapt teaching strategies and make immediate adjustments to meet the needs of the students. End-of-day summaries capture this evaluation and feedback is reported to ITO leadership.

- **Anecdotal assessment:** Student reflections, presentations, surveys, and other informal instruments used to measure program impact provide valuable insight that may not be captured in a structured

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assessment. Student stories often highlight a specific point of inspiration or future plans.

Teacher Evaluation

- Teacher evaluations and surveys are offered online through SurveyMonkey. Teachers are asked to evaluate program quality, value, relevancy to standards, content, staff, academic and civic engagement impact on student, and pre- and post-visit materials.

Compilation of Student Assessment and Teacher Evaluation

ITO takes primary responsibility for providing registration information in the form of EXCEL spreadsheets to MWDOC monthly. Teacher evaluations are completed on SurveyMonkey and are received throughout the school year. Student assessments are hard copies and are completed after each program and are received throughout the school year. Follow-up activities are evaluated based on various metrics, including the number of copies downloaded/distributed, survey participation numbers and results, and student reflections. A digital annual report will be provided to MWDOC and will include all of the above, as well as pictures and member-agency specific thank you notes from the students and teachers.

Follow-up Activity

All digital and print follow-up materials will be co-branded. Follow-up activities are measured based on the type of activity (number of downloads, print copies distributed, surveys returned, student reflections, teacher evaluations, etc.).

e. Follow-up activities build on the water education concepts and include:

Grade-level appropriate lesson plans and activities

- Standards-aligned lesson plans and activities that introduce water use efficiency, groundwater/water source, and water recycling are available digitally to teachers. Other pertinent topics such as member agency message points will be included.

Digital activities

- Toolkits, resources, and other assets to support ongoing student engagement in water conservation initiatives in their school. The digital platform in its design will be tracking student participation as they log in water savings.

EcoPledge Cards

- Students apply what they have learned and pledge to take action in their school and home. Pledge cards are shared in common areas so that students, parents, and teachers will be able to see what the students learned and pledged to change.
- Links to MWDOC/member agencies (E.G. ocwaterhero.com and contests) Teachers and students are encouraged to explore other website and enter MWDOC and member agency contests.

f. Readiness to Proceed;

Because this is a rebranding and enhancement of existing programing, we are ready to proceed immediately upon contract award notification. Staff administering this program have extensive experience with similar programs and partnerships. The following systems are in place:

- Marketing (ready to implement early as June 1, 2015)
 - Email database for teachers, science coordinators, administrators, and PTAs in all eligible school districts
 - In-house graphics designer to create a co-branded brochure for email and print distribution
 - Access to inter-district mail (print materials can be distributed at no cost)

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- Promotion on TEC, ITO, and OCDE website, OCDE newsletter
- Promotion on social media platforms
- Print advertisements in publications such as School News Roll Call
- Staff dedicated to program promotion: phone calls and school visits
- Registration (ready to implement as early as June 1, 2015) Existing online registration system
 - Teacher registration packets (includes student releases)
 - Participant contract processes
- Curriculum (updated by August 1, 2015 to include logos and message points from member agencies)
 - Standards-aligned water education curriculum for 9-12 students
 - Pre-and post-visit classroom activities
 - Props for all programs
 - Technology for all programs
- Digital Platform
 - Zago to begin strategy and design work
 - Announce program with splash page
 - Format curriculum for interactive web interface
- Follow-up Activities
 - Zago and in-house graphics designer to revise existing follow-up activities to include logos and message points (ready to distribute as early as September 1, 2015)
 - In-house graphics designer to create a co-branded brochure for email and print distribution
 - Online distribution of follow-up activities such as family scavenger hunts and home audits
- Staffing/Site Logistics
 - Staffing in place for 15/16 school year by July 1, 2015
 - Staff training (updated to include acknowledgement of MWDQC and member agencies)
 - Extensive safety plan
- Evaluation/Assessment
 - Existing teacher evaluations and student assessments (modified to include logos)
 - Systems for collecting, analyzing, and reporting data
 - In-house assessment and evaluation experts
- Reporting
 - Existing formats for monthly, quarterly, and annual reports to partners (modified to include data requested by MWDQC and member agencies)

EXHIBIT B
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 ITO 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 \$1,000,000.00 per accident for bodily injury and disease. This coverage shall be provided separately by ITO 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 ITO, 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, ITO'S insurance coverage shall be primary as respects the additional insureds. Any insurance of self-insurance maintained by MWDOC shall be in excess of ITO'S insurance and shall not contribute with it.

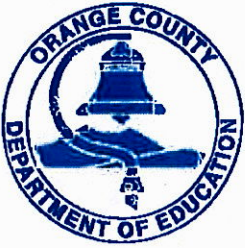
3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the additional insureds.
4. **ITO'S** insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect 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. **ITO** 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:


Patricia McCaughey



*Inside the Outdoors =
Water Educ. Agree.
Grades 9-12*

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**

200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050

(714) 966-4000

FAX (714) 432-1916

www.ocde.us

AL MOLJARES, Ph.D.
County Superintendent
of Schools

July 1, 2015

Re: Verification of Workers' Compensation Coverage

To Whom It May Concern:

The Orange County Superintendent of Schools is self-insured for its Workers' Compensation coverage through the Western Orange County Self-Funded Workers' Compensation Agency, a Joint Powers Authority (JPA). Our self-insured certificate number is A-5532-10-132.

If you are in need of further details or have any questions, please feel free to contact me at (714) 966-4059.

Sincerely,

Ann Kantor, Coordinator
Risk Management

**ORANGE COUNTY
BOARD OF EDUCATION**

JOHN W. BEDELL, Ph.D.

DAVID L. BOYD

ROBERT M. HAMMOND

LINDA LINDHOLM

KEN L. WILLIAMS, D.O.

**FIRST AMENDMENT TO
AGREEMENT FOR IMPLEMENTATION OF
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
WATER EDUCATION GRADES 9-12 SCHOOL PROGRAM
BY INSIDE THE OUTDOORS (ITO)**

THIS AMENDMENT is entered into on September 1, 2016, by and between the Municipal Water District of Orange County (MWDOC) and the Orange County Superintendent of Schools, maintaining the Inside the Outdoors Program (ITO), for services in connection with administering MWDOC's Water Education School Program in Orange County High Schools (the "Agreement"). MWDOC and ITO may be referred to collectively as "Parties" and individually as "Party."

RECITALS

A. MWDOC and ITO entered an agreement on July 1, 2015 in which ITO would plan, develop, implement and administer a Water Education School Program in Orange County High Schools (grades nine through twelve) beginning July 1, 2015 for MWDOC and its retail agencies; ending July 1, 2018 ("Agreement").

B. The Ecology Center of San Juan Capistrano (TEC) was a sub-contractor to ITO and while ITO is responsible for complying with the Agreement, the Agreement specifically indicates that TEC will have certain responsibilities and duties.

C. On April 27, 2016, TEC notified ITO that TEC was terminating its contract with ITO and would no longer participate in the Water Education School Program.

D. ITO desires to make it clear through this Amendment it that ITO will assume and perform all of the specific responsibilities and duties that the Agreement identifies will be performed by TEC.

TERMS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. ITO agrees that any reference to TEC in the Agreement is changed to ITO and ITO will perform and is responsible for complying with all of the duties and responsibilities that the Agreement indicates TEC will perform. ITO is solely responsible for satisfying and complying with all of the terms and conditions in the Agreement with MWDOC, including any specific terms or conditions that reference TEC.

2. ITO shall add each of the agencies that choose to participate in the High School Water Education School Program administered by ITO as additional insureds to ITO's liability policy regarding the Agreement and amendments thereto.

3. Authority to enter into First Amendment. Each Party represents to the other that the person executing this First Amendment has the requisite power and authority to execute the First Amendment and to bind each respective Party.

4. Continuing Effect of Agreement. Except as amended by this First Amendment, all other provisions of the Agreement remain in full force and effect. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.


5. Execution in Counterparts. This First Amendment may be executed in duplicate counterparts, each of which shall be deemed an original.

MWDOC and Participating Agency have each caused this First Amendment to be executed by its duly authorized representative as of the date set forth below the authorized signature.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment.


Dated: 11-7-16

Municipal Water District of Orange County

By: 
Robert J. Hunter, General Manager

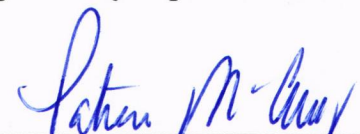
MWDOC Approved as to form:

Dated: 12-7-16

By: 
Joseph Byrne, General Counsel

Dated: 10/27/16

Orange County Superintendent of Schools

By: 
Patricia McCaughey, **Administrator**

**ORANGE COUNTY DEPARTMENT OF EDUCATION
DIVISION OF ADMINISTRATIVE SERVICES
CONTRACTS DEPARTMENT
200 Kalmus Drive, P. O. Box 9050
Costa Mesa, California 92628-9050**

October 27, 2016

Mr. Jonathan Volzke
Municipal Water District of Orange County
P. O. Box 20895
Fountain Valley, CA 92728

Re: Amendment #1 to Agreement For Implementation of Municipal
Water District of Orange County Water Education Grades 9-12 School Program By Inside the
Outdoors (ITO), Agreement Number 41851

Dear Mr. Volzke:

1. X Enclosed are two (2) Amendments signed on behalf of the Orange County Superintendent of Schools. Please have an authorized signer sign both Amendments and return one (1) Amendment to my attention.
2. Enclosed are two (2) original executed Amendments for your files.
3. Certificate of Insurance:
 - Certificate of Insurance required pursuant to the Insurance section of the Agreement.
 - Orange County Superintendent of Schools' Certificate of Insurance will be mailed under separate cover.

Julie Montgomery, Administrative Technician
Contracts Department
Phone: (714) 966-4082 Fax: (714) 668-7934
Email: jmontgomery@ocde.us

**SECOND AMENDMENT TO
AGREEMENT FOR IMPLEMENTATION OF
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
WATER EDUCATION GRADES 9-12 SCHOOL PROGRAM
BY INSIDE THE OUTDOORS (ITO)**

THIS AMENDMENT is entered into on August 21, 2017, by and between the Municipal Water District of Orange County (MWDOC) and the Orange County Superintendent of Schools, maintaining the Inside the Outdoors Program (ITO), for services in connection with administering MWDOC's Water Education School Program in Orange County High Schools (the "Agreement"). MWDOC and ITO may be referred to collectively as "Parties" and individually as "Party" as well as developing a countywide high school water education program.

RECITALS

WHEREAS, MWDOC and ITO entered an agreement on July 1, 2015 in which ITO would plan, develop, implement and administer a Water Education School Program in Orange County High Schools (grades nine through twelve) beginning July 1, 2015 for MWDOC and its retail agencies choosing to participate; ending July 1, 2018.

WHEREAS, MWDOC Directors in the 2017-18 budget included funding to develop a countywide high school education program, including lesson plans that meet Next Generation Science Standards and supporting materials.

WHEREAS, the amount budgeted for the additional education activities is \$64,000.

WHEREAS, ITO agrees to:

- a. Lead the development of standards-aligned classroom lesson plans and curriculum for a water-education unit that will be made available for all Orange County, science, political science and history teachers
- b. Develop additional classroom resource materials such as videos or handouts as necessary
- c. Offer incentives such as field trips, workshops and other activities to encourage teacher participation
- d. Market the program to potential participants and sponsors

Insurance. OCDE shall add each of the participating water agencies as additional insureds to their liability policy regarding the provisions of the agreement and amendments thereto.

With respect to the July 2015 Agreement between MWDOC and OCDE and following amendments, all other provisions shall remain unchanged.

Agreed by the signatories below.

Dated: 12-13-17

Municipal Water District of Orange County

By: 

Robert J. Hunter, General Manager

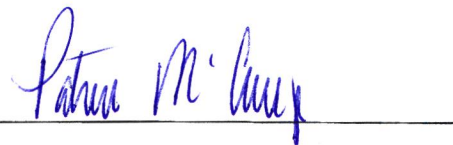
MWDOC Approved as to form:

Dated: 12/20/17

By: 

Dated: October 5, 2017

Orange County Superintendent of Schools

By: 

Patricia McCaughey, **Administrator**



ORANGE COUNTY DEPARTMENT OF EDUCATION
CONTRACTS UNIT
ADMINISTRATIVE SERVICES DIVISION
200 Kalmus Drive, P. O. Box 9050
Costa Mesa, California 92628-9050

October 5, 2017

Municipal Water District of Orange County
Attn: Jonathan Volzke
18700 Ward Street
PO Box 20895
Fountain Valley, California 92708

Re: Agreement for Implementation of Municipal Water District of orange County Water Education Grades 9-12 School Program by Inside the Outdoors, Agreement #41851 Amendment #2

1. _____ Sign and return all of the enclosed Agreements. Please complete all of the information on the signature page. A fully executed Agreement will be mailed to your attention.
2. X Please sign the enclosed Amendments, retain one (1) original for your files and return the second Amendment to my attention at the above address.
3. _____ The executed Agreement is enclosed for your files.
4. X Certificate of Insurance:

_____ Certificate of Insurance required pursuant to the Insurance section of the Agreement.
 X Orange County Superintendent of Schools' Certificate of Insurance will be mailed under separate cover.
5. _____ Please complete and return the enclosed Form W-9.

Kristin Lange, Contracts Analyst
Phone: (714) 966-4146 Fax: (714) 668-7933
klange@ocde.us