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PUBLIC OUTREACH
& CONSERVATION

4165 East Thousand Oaks Blvd. • Suite 350 • Westlake Village • California 91362 • Tel: 805-495-4770 • Fax: 805-495-2787

November 19, 2012

Via U.S. Mail

Denise Vedder
Public Affairs Manager
San Diego County Water Authority
4677 Overland Avenue
San Diego, California 92123

RE: Eastern Municipal Water District's Response to Public Records Act Request

This office represents Eastern Municipal Water District ("District"). We are in receipt of your Public Records Act request for a contract between the District and California Strategies dated November 15, 2012. We have enclosed a contract dated November 8, 2012 between the District and California Strategies, LLC.

We assert the attorney/client privilege, litigation privilege, and attorney work product doctrine (Evidence Code §§ 950 *et seq.*) as to a June 1, 2012 letter.

If you wish to discuss the foregoing, please contact our office.

Very truly yours,
LEMIEUX & O'NEILL



Christine M. Carson

CC/s
Enclosures

AGREEMENT NO. 79451

**GOVERNMENT AND COMMUNITY RELATIONS STRATEGY
CONSULTING SERVICES**

THIS AGREEMENT, is made and entered into this 8th day of August, 2012, by and between the **EASTERN MUNICIPAL WATER DISTRICT**, a public agency, whose address is 2270 Trumble Road, Post Office Box 8300, Perris, CA 92572-8300, ("District"), and **CALIFORNIA STRATEGIES, LLC**, whose address is 980 Ninth Street, Suite 2000, Sacramento, CA 95814 ("Consultant").

RECITALS

WHEREAS, District has selected Company to perform Government and Community Relations Strategy Consulting Services based on Consultant's Proposal/Letter of Agreement, dated June 1, 2012; and

WHEREAS, District desires to utilize the services of Consultant to perform the services contemplated, herein; and

WHEREAS, Consultant agrees to provide such services pursuant to the terms and conditions of this Agreement and has represented to District that he/she possesses the necessary skills and qualifications to provide such services.

NOW, THEREFORE, In consideration of the foregoing recitals and the mutual covenants contained herein, District and Consultant agree as follows:

AGREEMENT

SECTION I: INCORPORATION OF RECITALS

The Recitals and section titles set forth above are incorporated herein and are an operative part of this Agreement.

SECTION II: EMPLOYMENT

District hereby contracts with Consultant to perform and/or furnish the professional consulting services contemplated, herein, at and for the consideration stipulated, and Consultant hereby accepts such contract under the hereinafter set forth terms and conditions.

SECTION III: SERVICES TO BE PERFORMED

Consultant agrees to provide Government and Community Relations Strategy Consulting Services, as assigned by the District's General Manager or his designated representative. Services performed by Consultant are more completely described in Consultant's Proposal/Letter of Agreement dated June 1, 2012, attached hereto, and incorporated herein, and include; strategic counsel and assistance; development of an advocacy program for

communication with key Southern California stakeholders; development of a communications plan; and development of a plan for third party statewide engagement on Southern California water issues and facilitation of relevant studies.

SECTION IV: TIME PERIOD

This Agreement shall become effective on the date last executed and will continue until December 1, 2012, unless extended or sooner terminate as provided for herein.

SECTION V: COMPENSATION

District shall pay Consultant a monthly retainer fee of \$15,000 plus expenses. Reasonable and necessary business expenses incurred by Consultant while performing his duties for District (i.e. long distance telephone, facsimile, reproduction costs, airfare, meals, lodging, car rentals, etc.) shall be billed on a direct reimbursable basis. All travel expenses shall be in accordance with the appropriate sections within the District's Travel Policy and Procedure, attached hereto and incorporated herein. In addition, any expense of \$500 or more and all long distance travel must be approved in advance. Total compensation under this agreement shall not exceed One-Hundred Thousand (\$100,000) Dollars.

At the end of each calendar month, Consultant shall submit to District a detailed itemized invoice for the services rendered and reimbursable expenses incurred. Receipts for all travel expenses billed shall be attached to the monthly invoice and must identify the person(s) involved and include a description of what the charges were for in order to receive reimbursement.

All invoices must reference the Agreement Number on Page 1 and addressed to:

**Eastern Municipal Water District
Attn: Finance Department
Post Office Box 8300
Perris, CA 92572-8300**

SECTION VI: TERMINATION

Notwithstanding any other provision hereof, District shall have the right to terminate this Agreement, in whole or in part, with or without cause, upon thirty (30) days written notice to Consultant. Upon receipt of the termination notice, Consultant shall promptly discontinue services unless the notice directs to the contrary. District shall only pay Consultant for work done by Consultant up to, and including, the date of termination. Consultant may terminate this Agreement upon thirty (30) days written notice in the event of substantial failure of District to perform in accordance with the terms of this Agreement.

SECTION VII: DATA AND SERVICES FURNISHED BY DISTRICT

District shall provide Consultant with all reasonably available information pertinent to the tasks to be performed by Consultant under this Agreement. It shall be the responsibility of Consultant to apply reasonable caution in the interpretation and uses of District furnished data and promptly advise District of any errors.

SECTION VIII: OBLIGATIONS OF CONSULTANT

Consultant agrees to perform services in accordance with the terms and conditions of this Agreement, and will supply all personnel, tools, equipment and materials required to perform the assigned services. Consultant shall be solely responsible in performing the services required by this Agreement, and shall comply with all local, state and federal laws.

SECTION IX: STATUS OF CONSULTANT

Consultant shall perform the services provided for herein in Consultant's own way as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of District. Consultant shall be under the control of District only as to the result to be accomplished. Neither Consultant nor any of his/her employees or agents shall have any claim under this Agreement or otherwise against District for vacation pay, paid sick leave, retirement benefits, social security, workers' compensation, health, disability, or unemployment insurance benefits or other employee benefits of any kind. Consultant is liable for all applicable Social Security, Federal and State taxes required on payments made by District. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Consultant or any of his respective employees or agents, the parties hereby agree that both Consultant and District shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of with who or by whom such discussions or negotiations are initiated.

SECTION X: PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated.

SECTION XI: HOLD HARMLESS AND INDEMNIFICATION

District, its agents, officers and employees shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injuries or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligent act, omission, recklessness or willful misconduct of Consultant. Consultant hereby agrees to indemnify, save free and harmless, and defend District and its authorized agents, officers and employees against any of the foregoing liabilities, claims and/or any cost or expense that is incurred by District on account of any of the foregoing liabilities by reason of Consultant's negligence, omission, recklessness or willful misconduct in the performance of professional services under this Agreement.

Notwithstanding the language set forth immediately above, District hereby agrees to defend Consultant, and to assume all costs of such defense, from and against any and all claims and/or actions asserted by any third party or public agency related to the services provided by Consultant pursuant to this Agreement 79451.

SECTION XII: STANDARD OF CARE

Consultant's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. All services shall be performed to District's satisfaction.

SECTION XIII: INSURANCE

Consultant shall provide and maintain on file with the District; Commercial Liability Insurance in amounts not less than \$1,000,000 per each occurrence; Automobile Liability Insurance in amounts of no less than Combined Single Limit of \$1,000,000; and Professional Liability Insurance not less than \$1,000,000 Per Claim and Annual Aggregate. Where Excess Liability Insurance is used in connection with Primary Liability Insurance, the combination of such must allow total limits of Liability to be in amounts no less than the above specified amounts. Such insurance shall name and list District as "Additional Insured", and be issued by carriers licensed by the State of California with a rating of, not less than, A-, Class VIII by the A.M. Best Company.

SECTION XIV: ASSIGNMENT

District has entered into this Agreement in order to receive professional services from Consultant. Any attempts by Consultant to sell, assign, or in any way transfer Consultant's rights or obligations under this contract without District's prior written consent shall be void. Consultant may, from time-to-time recommend the use of other Consultants for part-time assistance. Consultant will not retain such part-time assistance without the prior written approval of District. Compensation for such part-time assistance shall be reimbursed in accordance with Section V above.

SECTION XV: OTHER AGREEMENTS OR UNDERSTANDINGS

There are no understandings or agreements except as herein expressly stated. In the event of any inconsistency between Consultant's proposal/letter of agreement and this Agreement, the terms and conditions of this Agreement shall take precedence.

SECTION XVI: AGREEMENT ENFORCEMENT

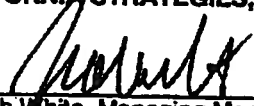
Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees and court costs, and attorney's fee shall be paid to the prevailing party.

SECTION XVII: OTHER CONDITIONS

The scope of consulting services contemplated under this agreement does not include "lobbying" as that term is defined under the Political Reform Act (Gov. Code §§ 81000 et. seq.) or local law. Consequently, District hereby agrees that no payments to Consultant will be classified as payments made to lobbyists or lobbying firms on any lobby disclosure reports filed by District, if any. Should at any time a question arise regarding lobbying activities, District and Consultant agree to discuss immediately and take the appropriate action. If the scope of services needs to be amended to include lobbying activities, District and Consultant agree to

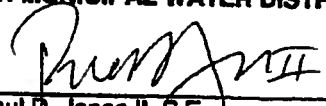
make such amendments immediately and file the appropriate paperwork with the Secretary of State.

CALIFORNIA STRATEGIES, LLC

By: 
Bob White, Managing Member

Date: 08-06-12

EASTERN MUNICIPAL WATER DISTRICT

By: 
Paul D. Jones II, P.E.
General Manager

Date: 8.8.12