

AGENDA

**COMMUNITY AFFAIRS COMMITTEE MEETING
LEUCADIA WASTEWATER DISTRICT**

Tuesday, February 2, 2021 – 11:30 a.m.
Via Teleconference

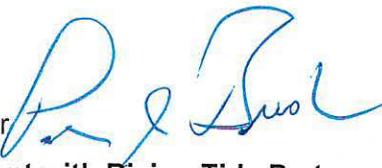
Pursuant to the State of California Executive Order N-29-20, and in the interest of public health, the District is temporarily taking actions to mitigate the COVID-19 pandemic by holding meetings by teleconference. The general public may not attend this meeting at the District's office due to social distancing requirements.

Members of the public attending via teleconference will be provided with an opportunity to comment on each agenda item prior to Committee discussion.

To join this meeting via Teleconference please dial: (669) 900-6833
Meeting ID: 834 2620 4689 Password: 173237

1. **Call to Order**
2. **Roll Call**
3. **Public Comment**
4. **New Business**
 - A. Authorize the General Manager to execute a Professional Services Agreement with Rising Tide Partners (RTP) for Public Information Services in an amount not to exceed \$49,764.00 (Pages 2-13)
5. **Information Items**
 - A. Website Update (Page 14)
 - B. LWD Virtual Tour (Verbal)
 - C. Teacher Grant School Giveaways (Verbal)
6. **Directors' Comments**
7. **General Manager's Comments**
8. **Adjournment**

MEMORANDUM

DATE: January 28, 2021
TO: Community Affairs Committee
FROM: Paul J. Bushee, General Manager 
SUBJECT: Professional Services Agreement with Rising Tide Partners for Public Information Services

RECOMMENDATION:

Staff requests that the Community Affairs Committee (CAC) recommend that the Board of Directors:

1. Authorize the General Manager to execute a Professional Services Agreement with Rising Tide Partners (RTP) for Public Information Services in an amount not to exceed \$49,764.00
2. Discuss and take action, as appropriate.

DISCUSSION:

LWD entered into an agreement with RTP on March 9, 2016 to provide public information services to the District for an initial 3-year period. The agreement included language to extend the contract for an additional two years.

RTP's initial agreement with the approved extensions will expire on March 8, 2021. The District's procurement policy allows for continuation of services if the vendor/agency satisfactorily completes one phase of the project. Over these past five years, RTP has provided excellent public outreach services for the District and staff believes that executing an agreement for an additional year is in the best interest of the District.

Staff has negotiated a new professional services agreement with a scope of work and fees. It includes similar services as the prior task orders. These services are most important to LWD's public information program. These specific tasks include the following:

- ❖ Draft newsletter ideas and graphic design work for the District newsletter(s);
- ❖ Assist staff with maintaining and updating LWD's Facebook as required;
- ❖ Assist staff with the Teacher Grant Program;
- ❖ Develop project outreach materials, as required; and
- ❖ Develop, create, and edit video content for LWD's use on social media/website.

Staff believes these items are important for keeping LWD's public information efforts current, as well as enhancing LWD's ability to provide timely information to the media and the public. The total proposed fee for these services is \$49,764.00. Sufficient funds have been included in the FY21 budget for the remainder of the current year and additional funds will be budgeted in the FY22 budget to complete it.

The proposed agreement which includes the Scope of Work and a budget detailing anticipated expenses is attached for the CAC's review.

th:PJB

Attachment

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE LEUCADIA WASTEWATER DISTRICT
AND
RISING TIDE PARTNERS
FOR PUBLIC INFORMATION SERVICES**

Ref: 21-7429

This Professional Services Agreement ("Agreement") is made on this 8th day of March 2021 between the LEUCADIA WASTEWATER DISTRICT ("DISTRICT"), and Rising Tide Partners, LLC ("CONSULTANT"), an independent contractor, with a principal place of business in San Diego, California.

WITNESSETH

WHEREAS, the CONSULTANT has submitted to the DISTRICT a proposal to provide public outreach services.

WHEREAS, the CONSULTANT has provided excellent public outreach services for the DISTRICT since March 2016.

WHEREAS, it has been determined that it is in the best interest of the DISTRICT to continue using CONSULTANT's for their public outreach services.

NOW THEREFORE, in consideration of the mutual promises, conditions and covenants herein contained, the parties hereto agree as follows:

**ARTICLE 1.
TERM OF CONTRACT**

1.01. This Agreement will become effective on the date stated above. This AGREEMENT shall be for the period of one (1) year from the date stated above with an option to renew or extend the AGREEMENT for one (1) additional year, or until terminated as provided under Article 7. The renewal or extension will be executed, in writing, by both parties.

**ARTICLE 2.
SERVICES TO BE PERFORMED BY CONSULTANT**

Specific Services

2.01. CONSULTANT will perform the deliverables within the scope described in Attachment A with the associated fee schedule (see Attachment B). CONSULTANT will provide DISTRICT with periodic reports regarding the progress of services performed, at the DISTRICT's request.

2.02. CONSULTANT will determine the method, details, and means of performing the above-described services.

Status of CONSULTANT

2.03. CONSULTANT and its employee(s) are engaged in an independent contractor relationship with DISTRICT in performing all work, duties and obligations hereunder. DISTRICT

shall not exercise any control or direction over the methods by which CONSULTANT shall perform its work and functions. DISTRICT's sole interest and responsibility is to ensure that the services covered by this Agreement are performed and rendered in a competent, satisfactory and legal manner. The parties agree that no work, act, commission or omission of CONSULTANT or its employee(s) pursuant to this Agreement shall be construed to make CONSULTANT or its employee(s) the agent, employee or servant of DISTRICT. CONSULTANT and its employee(s) are not entitled to receive from DISTRICT vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability benefits, unemployment benefits or any other employee benefit of any kind.

Payment of Income Taxes

2.04. CONSULTANT shall be solely responsible for paying all federal and state employment and income taxes, for carrying workers' compensation insurance and for otherwise complying with all other employment law requirements with respect to CONSULTANT or its employee(s).

2.05. CONSULTANT agrees to indemnify, defend and hold DISTRICT harmless from any and all liability, damages or losses (including attorneys' fees, costs, penalties and fines) DISTRICT suffers as a result of (a) CONSULTANT's failure to meet its obligations under paragraph 2.04, or (b) a third party's designation of CONSULTANT or its employee as an employee of DISTRICT, regardless of any actual or alleged negligence by DISTRICT.

Compliance with Laws/Rules

2.06. CONSULTANT will perform all services under this agreement in good faith and in the best interests of DISTRICT. In performing the services specified in this Agreement, CONSULTANT agrees to comply with all federal and state laws, rules and regulations, applicable DISTRICT policies and procedures, departmental rules and other directives applicable to the services to be performed. Any changes to DISTRICT policies and procedures that relate to CONSULTANT will be provided to CONSULTANT in writing. CONSULTANT agrees to review such policies, procedures, rules and directives the contents of which CONSULTANT will be deemed to have knowledge.

ARTICLE 3 PROJECT TEAM

3.01 DISTRICT has a primary interest in maintaining the individual services of the following key project team members:

1. Neal Bloom, Chief Executive Officer
2. Jared R. Criscuolo, Chief Strategy Officer

No member of the project team shall be removed from the project team or reassigned by CONSULTANT without prior approval of DISTRICT. Such approval shall not be unreasonably withheld or delayed. The CONSULTANT shall be required to immediately inform the DISTRICT should any of the key members become unavailable. The credentials for substitutes for key project members must be submitted to the DISTRICT for review and approval. An interview may also be required if so desired by the DISTRICT.

ARTICLE 4 COMPENSATION

4.01 Compensation for the services provided under this contract shall be on a time and material basis in accordance with Task Orders authorized by DISTRICT. Rate schedules (see Attachment B) for CONSULTANT may be adjusted on an annual basis as mutually agreed, in writing, by the DISTRICT and CONSULTANT. Each task and the associated fee performed under this contract shall be authorized by Task Orders executed by DISTRICT's General Manager and CONSULTANT's Project Manager (or Project Supervisor or Contract Administrator). Fees approved by Task Order shall not be exceeded without the prior written consent of both parties. The parties agree that this compensation was developed in accordance with the customary and prevailing compensation level in the community and surrounding area for comparable services. CONSULTANT and DISTRICT agree that this fee was arrived at through arm's length negotiations between the parties.

Payment of Expenses

4.02 DISTRICT will reimburse CONSULTANT for all reasonable expenses incurred in performing services under this Agreement as the work progresses. CONSULTANT shall submit invoices to the DISTRICT'S Project Manager once per month. Such invoices shall include a brief narrative description of the work performed, as well as detailed time expenditures on a task by task basis. The term "expenses" means telephone bills, federal express charges, mailing charges and any other pre-approved expenses by DISTRICT. CONSULTANT will provide DISTRICT with receipts for all expenses. DISTRICT shall make payment to CONSULTANT within thirty (30) days of receipt of approved invoice. Payment provision for any service other than those described in Task Orders will be set forth in an amendment to the Agreement.

ARTICLE 5 OBLIGATIONS OF CONSULTANT

Non-Exclusive Relationship

5.01 CONSULTANT may represent, perform services for, and contract with as many additional clients, persons, or companies as CONSULTANT, in its sole discretion, sees fit. However, CONSULTANT shall be responsible for ensuring that its relationship with additional clients, persons, or companies do not violate conflict of interest laws.

Tools, Materials, and Equipment

5.02 CONSULTANT will supply all tools materials, and equipment required to perform the services under this Agreement.

CONSULTANT's Qualifications

5.03 CONSULTANT represents that its employee(s) has the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice or direction of DISTRICT. This means CONSULTANT is able to fulfill the requirements of this Agreement. Failure to perform all the services required under this Agreement constitutes a material breach of the Agreement. CONSULTANT has complete and sole discretion for the manner in which the work under this Agreement will be performed.

Indemnity

5.04 CONSULTANT agrees to indemnify, defend, and hold DISTRICT and its officials, officers, directors, agents and employees free and harmless from all claims, demands, losses, costs,

expenses, obligations, liabilities, damages, recoveries, and deficiencies, including for bodily injury and property damage, interest, penalties, attorneys' fees, litigation expenses and costs that such entities or persons may incur as a result of any negligent act or omission by CONSULTANT or a breach by CONSULTANT of any representation or agreement contained in this Agreement. CONSULTANT's provision of insurance coverage as described in Section 5.05 below shall not affect CONSULTANT's indemnity obligations.

Insurance

5.05 CONSULTANT will provide and keep in full force and effect during the term of this Agreement the insurance policies listed below. Insurance will be purchased from insurance companies with a current A.M. Best's rating of no less than A:VI, unless otherwise agreed to in writing by DISTRICT. CONSULTANT will provide insurance coverage and policy endorsements for the DISTRICT and their respective officers, officials, directors, employees, volunteers or agents.

5.05.1 California Workers' Compensation, in compliance with California requirements.

5.05.2 General Liability Insurance [occurrence form CG 0001], covering bodily injury, personal injury and property damage with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence, and a minimum annual aggregate of Three Million Dollars (\$3,000,000). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

5.05.3 Automobile Liability Insurance [form number CA 0001, covering Automobile Liability Code 1 (any auto)] covering bodily injury and property damage, with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim.

5.05.4 Employer's Liability Insurance with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim.

5.05.5 Error and Omissions Insurance appropriate to CONSULTANT's services, with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim. Coverage is to be endorsed to include contractual liability.

5.05.6 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT prior to commencement of services under this Agreement. At the option of the DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT, its officers, official, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5.05.7 Verification of Coverage

CONSULTANT shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required in this Agreement. The endorsements should be on forms provided by the DISTRICT or on other than the DISTRICT's forms provided those endorsements conform to DISTRICT requirements. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require complete, certified

copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

5.05.8 Other Insurance Provisions

1. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - a. The DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT.
 - b. For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers. The DISTRICT shall be named as an additional insured. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it, for claims arising out of CONSULTANT's performance under this Agreement.
 - c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.
 - d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
2. If the Errors and Omissions/Professional Liability or General Liability coverage is written on a Claims Made instead of occurrence-based form, the coverage may be acceptable if the following requirements are satisfied:
 - a. The "Retro Date" must be shown, and must be before the date of the Agreement or the beginning of work under this Agreement.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of work under this Agreement.
 - c. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the Agreement effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work under this Agreement.
 - d. A copy of the claims reporting requirements must be submitted to the DISTRICT for review.

Conflict of Interest

5.06 Upon the award of this Contract and periodically thereafter, CONSULTANT may be required to complete and file with the DISTRICT a Conflict of Interest form, to be provided to CONSULTANT by DISTRICT.

Assignment

5.07 Neither this Agreement nor any duties or obligations under this Agreement may be assigned by CONSULTANT without the prior written consent of DISTRICT.

ARTICLE 6 OBLIGATIONS OF DISTRICT

6.01 DISTRICT agrees to comply with all reasonable requests of CONSULTANT and provide access to all documents reasonably necessary to the performance of CONSULTANT's duties under this Agreement.

Indemnity

6.02 DISTRICT agrees to indemnify, defend, and hold CONSULTANT free and harmless from all claims, demand, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs, that CONSULTANT may incur as a result of a breach by DISTRICT of any representation or agreement contained in this Agreement.

ARTICLE 7 TERMINATION OF AGREEMENT

Termination for Default

7.01 If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may immediately terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five (5) calendar days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

7.01.1 CONSULTANT's failure to complete the services specified in Article 2 of this Agreement.

7.01.2 CONSULTANT's material breach of any representation or term contained in this Agreement.

7.01.3 DISTRICT's material breach of any representation or agreement contained in this Agreement.

Termination Without Cause

7.02 DISTRICT may terminate or abandon any portion or all of the work without cause by giving thirty (30) calendar days written notice. Notice shall be delivered by certified mail, return receipt requested. In such event, DISTRICT shall negotiate a revision to the compensation based on

documentation of work completed to-date, however, no amount shall be allowed for anticipated profits or unperformed services. Upon termination of the agreement, DISTRICT will be given immediate title to all written data, original drawings and other documents, developed for that portion of the work completed and/or being terminated or abandoned.

Compensation Upon Termination

7.03 Upon termination of this agreement under Sections 7.01 or 7.02 above, DISTRICT will pay to CONSULTANT any outstanding service fees or expenses minus any costs reasonably incurred by DISTRICT related to CONSULTANT's services under this Agreement prior to the notice of termination.

ARTICLE 8 PROPRIETARY RIGHTS Confidential Information

8.01 Any written, printed, graphic, videos or electronically or magnetically recorded information furnished by DISTRICT for CONSULTANT's use are the sole property of DISTRICT. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning DISTRICT employees, products, services, prices, operations, and subsidiaries.

8.02 CONSULTANT and its employee(s) will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with DISTRICT approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to CONSULTANT's employees, agents, and subcontractors. On termination of this Agreement, CONSULTANT will promptly return any confidential information in its possession to DISTRICT.

ARTICLE 9 GENERAL PROVISIONS Notices

9.01 Any notices required to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses below, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

To DISTRICT:	Leucadia Wastewater District 1960 La Costa Avenue Carlsbad, California 92009 Attention: Mr. Richard Duffey
To CONSULTANT:	Rising Tide Partners, LLC 2683 Via de la Valle G#226 Del Mar, CA 92014 Attention: Neal Bloom

Entire Agreement of the Parties

9.02 This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing.

Partial Invalidity

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

Attorneys' Fees

9.04 If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

Document and Materials Ownership

9.05 All original drawings, and other copies of documents and materials developed for the project, including detailed calculations, shall be furnished to and become the property of DISTRICT. The DISTRICT agrees to indemnify the CONSULTANT for claims, damages, or liabilities caused by any use by the DISTRICT of the plans, drawings, specifications, and all information gathered by the CONSULTANT on any project other than the one for which such plans, drawings, and specifications were prepared and information gathered by the CONSULTANT.

Governing Law

9.06 This Agreement and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the state of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary and without the aid of any canon, custom, or rule of law requiring construction against the draftsman.

Executed in San Diego County, California, on the day first written above.

LEUCADIA WASTEWATER DISTRICT

RISING TIDE PARTNERS, LLC

By: _____
Paul J. Bushee, General Manager

By: _____
Neal Bloom, Chief Executive Officer

ATTACHMENT A

SCOPE OF WORK FOR PUBLIC INFORMATION SERVICES

March 8, 2021 – March 7, 2022

DESCRIPTION OF SERVICES

The services included within this scope of work consist of the design and development of certain public information elements important to Leucadia Wastewater District. These services include a focus on LWD's commitment to environmental protection, financial stability, and excellent customer services, staying abreast of technology, low sewer service rates, and efficiencies in operations. The services included are those specifically required by the District.

I. SCOPE OF SERVICES

Based on our experience with similar public information projects, the following scope of services describes the tasks anticipated for LWD's Public Information Program in Fiscal Year 2021 and a portion in Fiscal Year 2022:

TASK 1 - NEWSLETTER

1. Draft Newsletter ideas and manage the graphic design, printing, and mailing of *up to two* District newsletter(s).
2. Meet with Community Affairs Committee for each newsletter.

TASK 2 – UPDATE FACEBOOK AND MAINTAIN WEBSITE

1. Continue to Build Facebook Audience and Focus on Engaging Community Members
2. Develop creative taglines for Facebook ads; generate content/posts and schedule posts to ensure communications reflect current and relevant information.

TASK 3 – PROJECT OUTREACH

1. Draft and outreach for media alerts to residents adjacent to major construction projects and other pipeline installations.
2. Assist with the Teacher Grant Program.
3. Develop written and visual components to creative assets including but not limited to maps, fliers, door hangers, signs, or other as needed media for print and digital publication.

TASK 4 – VIDEO OUTREACH

1. Script and develop video(s) for LWD's website, Facebook, and other outreach channels.

i. Short videos to cover a variety of issues including but not limited to blockages, improper disposal, maintenance and field services work, capital improvement projects, personalities, and development of small-scale "hands on" assets about the plant.

II. FEES AND CONDITIONS

The Services described in Section I. above, will be provided on an hourly rate basis in accordance with the current RISING TIDE PARTNERS, LLC Standard Rate Schedule (Attachment B) with a not to exceed upper limit of \$49,764.00.

RISEING TIDE
P A R T N E R S

Task Order	Task Subcategories	Hourly Rate	Annual Hours	Budget Total
Task 1 Newsletters	Public Outreach Strategist	\$99.00	10.00	\$10,065.00
	Copy Editor	\$165.00	15.00	\$990.00
	Graphic Design	\$132.00	50.00	\$2,475.00
				\$6,600.00
Task 2 Maintain Website and Update Facebook				\$22,308.00
	Public Outreach Strategist	\$99.00	52.00	\$5,148.00
	Content Research, Generation and Scheduling	\$66.00	260.00	\$17,160.00
Task 3 LWD Project Outreach				\$9,834.00
	Public Outreach Strategist	\$99.00	20.00	\$1,980.00
	Research	\$66.00	20.00	\$1,320.00
	Copy Editor	\$165.00	22.00	\$3,630.00
	Graphic Design/Layout	\$132.00	22.00	\$2,904.00
Task 4 Video				\$7,557.00
	Public Outreach Strategist	\$99.00	23.00	\$2,277.00
	Editing	\$132.00	40.00	\$5,280.00
Total RTP Task Orders Budget				\$49,764.00

MEMORANDUM

DATE: January 28, 2021
TO: Community Affairs Committee
FROM: Paul J. Bushee, General Manager
SUBJECT: Website Update



RECOMMENDATION:

1. This item is presented for information purposes.

DISCUSSION:

LWD's website was initially developed in 2008 and then was redesigned in 2014 by our website developer, Big Tuna Inc. LWD's FY 2021 Tactics & Action Plan includes a goal to upgrade the District's website platform. The current platform is obsolete and the security features will not be supported.

Over the last couple of months, staff has been working with Big Tuna Inc. to update the District's website. The website will operate on an upgraded platform that includes the following features and key benefits:

- Editing the website will be easier for staff to update
- More opportunities for staff to add photos and videos to help with engagement
- Pages will load faster and give users a cleaner experience
- New design includes a "mega menu" to allow for quicker access to content
- Security features will be supported

The purpose of this item is to provide the CAC a preview of the upgraded website. Adam Hermsdorfer of Big Tuna, Inc. will attend the meeting to present the website updates.

th:PJB