

**AGENDA**

**COMMUNITY AFFAIRS COMMITTEE MEETING  
LEUCADIA WASTEWATER DISTRICT**

Tuesday, February 14, 2023 – 11:00 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.

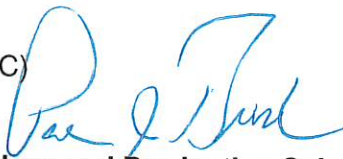
**To join this meeting via Teleconference please dial: (669) 900-6833**

**Meeting ID: 810 1551 2458      Password: 163104**

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- 1. Call to Order**
  - 2. Roll Call**
  - 3. Public Comment**
  - 4. Discussion of the Spring 2023 Newsletter Proposed Article Topics and Production Schedule. (Pages 2-4)**
  - 5. Rising Tide Partners Public Information Services (Pages 5-19)**
    - A. Authorize the General Manager to execute an agreement with Rising Tide Partners for as needed public information services for a period of 3 years and 3 months with an option for 2 additional years.
    - B. Authorize the General Manager to execute Task Order No. 1 to the Rising Tide Partners' Public Information Services Agreement in the amount not to exceed \$66,722.66 for services through June 30, 2024.
  - 6. Information Items**

Public Outreach Performance Report. (Verbal)
  - 7. Directors' Comments**
  - 8. General Manager's Comments**
  - 9. Adjournment**

MEMORANDUM

**DATE:** February 9, 2023  
**TO:** Community Affairs Committee (CAC)  
**FROM:** Paul J. Bushee, General Manager   
**SUBJECT:** Spring 2023 Newsletter Topics/Ideas and Production Schedule

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**RECOMMENDATION:**

1. Discuss and provide direction as appropriate.

**DISCUSSION:**

**Tactical Goal: Services / Write, Design, Print & Mail Spring Newsletter**

Developing LWD's spring newsletter is included as a goal under the "Services" strategic focus area of the Fiscal Year 2023 Tactics & Action Plan. As such, the development of the newsletter is an important part of LWD's Public Information Program. Staff has initiated discussions with Rising Tide Partners (RTP) for production of the 2023 spring newsletter and RTP, along with staff, has subsequently developed proposed article ideas and a production schedule for the CAC's review (attached).

Staff is requesting that the CAC discuss the suggested story ideas; review the proposed production schedule; and provide direction prior to development of draft text. Once the story ideas and schedule are approved, staff will provide draft text to the CAC in accordance with the approved production schedule.

th:PJB

Attachments

## **LWD's Spring 2023 Newsletter Articles Topics/Ideas**

### **1. Lead Article Ideas**

- Longest no-spill period in District history
- Impact of winter storms on sewer system

### **2. Main Articles**

- Teacher Grant winners
- Smoke testing
- Asset Management Plan and Financial Plan Update
- How pipes are repaired

### **3. Educational Opportunities & Tours**

- Did you know? Fact
- Vactor truck stickers
- Brains On! [Podcast](#)
- New "Meet the FSTs" Video

### **4. Resources**

- Surf cam
- Pool plaster information
- Lateral grant

### **5. CIP/Field Services Maintenance/Development Updates**

- Recycled water pipeline repairs
- New CCTV truck & how it is used
- What is CIPP

### **6. Standout Achievements: Staff Awards, Professional Certs, District Awards**

- Gabe for receiving his Grade 4 CWEA Collections certification
- Director Matt Brown for his years of service
- Jeff Stecker on his retirement
- Steve Krason received the 2022 CWEA San Diego Section Collection System Person of the Year award

### **7. Call for More Local Photographers**

- Call to action referencing one of the lead articles
- Showcase a submission, ask for more, and highlight how we will use them for the homepage of our website
- Sign up for new online newsletter

## ***LWD Newsletter Production Schedule – Spring 2023 Edition***

### **January 9 - February 14**

- RTP begin draft Newsletter articles topics/ideas (January 9-17)
- LWD to provide feedback on article topics/ideas to RTP (January 17-January 31)
- LWD to meet with CAC to discuss newsletter outline and content ideas (February 14)
- LWD and RTP determine who is writing each article (decide after CAC)
- LWD and RTP will commence development of Draft 1 newsletter text (begin after sections are approved at CAC)

### **March 13 - April 12**

- LWD will submit Draft 1 of newsletter text to CAC for review (March 13-17)
- LWD and RTP will make requested CAC changes to draft 1 text (March 20-24)
- RTP will work with LWD and graphic designer to start draft layout and gather needed photo assets (March 24-April 4)
- RTP and graphic designer will draft and get the newsletter layout to LWD (April 4-April 12)

### **April 12 - May 15**

- RTP will send LWD the newsletter draft layout (by April 12)
- LWD will send RTP edits to the newsletter (April 12-April 18)
- LWD will submit draft newsletter layout to CAC (April 24-28)
- LWD will work with RTP to make requested CAC changes (May 1-May 4)
- RTP will revise and submit copy and layout design for staff review (May 5-May 10)
- RTP and LWD staff will determine card stock and print parameters (May 10-15)

### **May 10 - May 29**

- RTP will submit print/mail quotes for staff review (May 10-15)
- LWD staff will provide copy and layout review, comments, and feedback to press ready version (May 10-15)
- RTP will submit the final layout for staff review; LWD will email final newsletter layout to the Board for review; RTP will make final revisions as needed (May 15-25)
- RTP will prepare final newsletter for printing and mailing and submit to printer (May 29)
- RTP will notify the mailing house of the approximate ship date (May 29)

### **Week of June 12<sup>th</sup>**

- Newsletter will be shipped to the mailing house
- Newsletters will be delivered to residents and businesses
- RTP will send LWD digital newsletter (June 12)
- RTP to send out digital newsletter (June 13-16)



## MEMORANDUM

Ref: 23-8299

**DATE:** February 9, 2023  
**TO:** Community Affairs Committee  
**FROM:** Paul J. Bushee, General Manager   
**SUBJECT:** Professional Services Agreement with Rising Tide Partners for Public Information Services

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### RECOMMENDATION:

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

- A. Authorize the General Manager to execute a sole source agreement with Rising Tide Partners for as needed public information services for a period of 3 years and 12 weeks with an option for 2 additional years, and
- B. Authorize the General Manager to execute Task Order No. 1 to the Rising Tide Partners Public Information Services Agreement in the amount not to exceed \$66,723 for services through June 30, 2024.
- C. Discuss and take action, as appropriate.

### DISCUSSION:

Rising Tide Partners (RTP) has provided public information services to the District since 2016 and RTP's existing agreement is set to expire on March 8, 2023. Overall, staff has been very satisfied with RTP's services and is recommending that the District continue this business relationship. As such, staff is recommending that the Board award this agreement on a sole source basis. The Procurement Policy allows for sole source awards for the continuation of services, and if it is in the best interest of the District. Staff believes that both conditions apply here.

#### As Needed Agreement

If authorized, the proposed as needed agreement (attachment 1) will retain Rising Tide Partners for an initial 3 year and 12 week contract period with an option to extend for 2 additional years. The additional 12 weeks of the initial term is designed to align RTP's contract with the District's fiscal year (July 1<sup>st</sup> – June 30<sup>th</sup>) and its associated budget cycle. The 2 year option allows for the continuation of services provided RTP's performance continues to be strong. Compensation will be on a time and materials basis in accordance with approved task orders that coincide with each fiscal year. Each task order will be negotiated separately based on the approved budget and plan for the applicable fiscal year.

#### Task Order No. 1:

Since LWD is in the midst of fiscal year 2023 (FY23), Task Order No. 1 has been designed to cover services for the remainder of FY23 through FY24, which ends in June 2024. Staff has negotiated a scope of work for Task Order No. 1 and associated fees. It includes similar services as the prior agreement. The agreement's specific tasks include the following:

- ❖ Draft newsletter ideas and graphic design work for the District biannual newsletters;
- ❖ Setup new District Instagram account;
- ❖ Assist staff with maintaining and updating LWD's social media accounts 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 to keep LWD's public information efforts current, as well as enhancing LWD's ability to provide timely information to the public. The total proposed fee for these services is \$66,723; of which, \$18,279 is allocated to services for the remainder of this fiscal year and \$48,444 is allocated to FY24 services. Sufficient funds have been included in the FY23 budget for the remainder of the current year and additional funds will be budgeted in the FY24 budget to complete it.

The proposed as needed agreement and the Task Order No. 1 have been 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: 23-8300

This Professional Services Agreement ("Agreement") is made on this 8th day of March 2023 between the LEUCADIA WASTEWATER DISTRICT ("DISTRICT"), and Rising Tide Partners, ("CONSULTANT"), an independent contractor, with a principal place of business in San Diego, California.

**ARTICLE 1.  
TERM OF CONTRACT**

1.01. The initial term of this Agreement will become effective on the date stated above and conclude on June 30, 2026. This AGREEMENT shall be for the period of three (3) years and twelve (12) weeks from the date stated above with an option to renew or extend the AGREEMENT for two (2) additional years through June 30, 2028, 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 separate Task Orders corresponding to each fiscal year of the contract period. Each Task Order, with the associated fee schedule, shall be EXECUTED by the DISTRICT and CONSULTANT in writing. 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

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 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 arms-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, 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. Ryan Green

To CONSULTANT:       Rising Tide Partners  
                              2683 Via de la Valle, G #226  
                              Del Mar, CA 92104  
                              Attention: Mr. 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**

By: \_\_\_\_\_  
Paul J. Bushee, General Manager

By: \_\_\_\_\_  
Neal Bloom, Chief Executive Officer

**TASK ORDER NO. 1  
TO THE AGREEMENT BETWEEN  
THE LEUCADIA WASTEWATER DISTRICT  
AND RISING TIDE PARTNERS (RTP)  
FOR PROVIDING PUBLIC INFORMATION SERVICES**

Ref: 23-8300

This Task Order No. 1 to the AGREEMENT is made and entered into this 8th day of March, 2023 by and between the LEUCADIA WASTEWATER DISTRICT, hereinafter referred to as DISTRICT, and RISING TIDE PARTNERS, hereinafter referred to as CONSULTANT.

WHEREAS, the DISTRICT and CONSULTANT entered into an initial three-year and twelve-week AGREEMENT on March 8, 2023 for Public Information Services; and

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the DISTRICT and CONSULTANT agree to amend the AGREEMENT as follows:

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

The Scope of Work is for the period March 8, 2023 to June 30, 2024 shall include the services described in Attachment A.

**ARTICLE 4: COMPENSATION**

Compensation for all work performed under Amendment No. 2 shall be calculated on a time and material basis. Compensation for the services described in Attachment A shall not exceed sixty-six thousand seven hundred twenty-two and sixty-six cents (\$66,723). This amount shall not be exceeded unless there is a change in the scope of work and/or additional authorization by the DISTRICT, in writing and agreed to by both parties.

All other provisions of the original AGREEMENT shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto caused this Task Order No. 1 to be executed the day and year first written above.

**RISING TIDE PARTNERS**

**LEUCADIA WASTEWATER DISTRICT**

By: \_\_\_\_\_  
Neal Bloom,  
Chief Executive Officer

By: \_\_\_\_\_  
Paul J. Bushee,  
General Manager

## **ATTACHMENT A**

### **SCOPE OF WORK FOR PUBLIC INFORMATION SERVICES**

**March 8, 2023 – June 30, 2024**

#### **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 a portion of fiscal year 2023 and in fiscal year 2024:

##### **TASK 1 - NEWSLETTER**

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

##### **TASK 2 – UPDATE SOCIAL MEDIA ACCOUNTS**

1. Continue to build Facebook audience and focus on engaging community members.
2. Develop creative taglines for Facebook/Instagram ads; generate content/posts and schedule posts to ensure communications reflect current and relevant information.
3. Create and maintain a LWD Instagram Page and build audience.

##### **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, Instagram and other outreach channels.
2. 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**

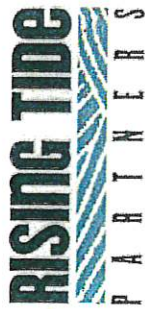
The Services described in Section I above will be provided on an hourly rate basis in accordance with the current RISING TIDE PARTNERS, LLC Standard Rate Schedule (Attachment B) with a not to exceed upper limit of \$66,723.



Fiscal Year 2023

Task Order	Task Subcategories	New Hourly Rate	Annual Hours	Budget Total
<u>Task 1 Newsletters</u>				
	Public Outreach Strategist	\$99.00	3.08	\$3,096
	Copy Editor	\$165.00	4.61	\$305
	Graphic Design	\$132.00	15.38	\$761
				\$2,030
<u>Task 2 Maintain Website and Update Facebook/Instagram</u>				
	Public Outreach Strategist	\$99.00	16.00	\$9,834
	Content Research, Generation and Scheduling	\$66.00	80.00	\$1,584
	Instagram Set Up/ Maintenance	\$66.00	45.00	\$5,280
				\$2,970
<u>Task 3 LWD Project Outreach</u>				
	Public Outreach Strategist	\$99.00	6.15	\$3,025
	Research	\$66.00	6.15	\$609
	Copy Editor	\$165.00	6.77	\$406
	Graphic Design/Layout	\$132.00	6.77	\$1,117
				\$893
<u>Task 4 Video</u>				
	Public Outreach Strategist	\$99.00	7.07	\$2,325
	Editing	\$132.00	12.30	\$700
				\$1,624
<b>Total RTP Task Orders Budget</b>				<b>\$18,279</b>





Fiscal Year 2024

Task Order	Task Subcategories	New Hourly Rate	Annual Hours	Budget Total
<u>Task 1 Newsletters</u>				<u>\$10,065</u>
	Public Outreach Strategist	\$99.00	10.00	\$990
	Copy Editor	\$165.00	15.00	\$2,475
	Graphic Design	\$132.00	50.00	\$6,600
<u>Task 2 Maintain Website and Update Facebook/Instagram</u>				<u>\$20,988</u>
	Public Outreach Strategist	\$99.00	52.00	\$5,148
	Content Research, Generation and Scheduling	\$66.00	240.00	\$15,840
<u>Task 3 LWD Project Outreach</u>				<u>\$9,834</u>
	Public Outreach Strategist	\$99.00	20.00	\$1,980
	Research	\$66.00	20.00	\$1,320
	Copy Editor	\$165.00	22.00	\$3,630
	Graphic Design/Layout	\$132.00	22.00	\$2,904
<u>Task 4 Video</u>				<u>\$7,557</u>
	Public Outreach Strategist	\$99.00	23.00	\$2,277
	Editing	\$132.00	40.00	\$5,280
<b>Total RTP Task Orders Budget</b>				<b>\$48,444</b>