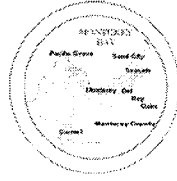


Item 2
Submitted at
9/11/13 committee
meeting.

MONTEREY PENINSULA REGIONAL WATER AUTHORITY



September 4, 2013

Stephen Thomas
Thomas Brand Consulting
183 Forest Ave, Suite 4
Pacific Grove, CA 93950
steve@thomasbrandconsulting.com

Directors:
Chuck Della Sola, President
Jason Burnett, Vice President
Ralph Rubio, Secretary
Jerry Edelen, Treasurer
Bill Kampe, Director
David Pendergrass, Director

Executive Director:
James M. Cullem, P.E.

Subject: Request for Proposal for Public Outreach Services

Dear Mr. Thomas,

You are invited to submit a Proposal for Public Outreach Services for the Monterey Peninsula Regional Water Authority (MPRWA).

A copy of the Scope of Work (Exhibit A) and the draft contract (Exhibit B) are attached for your reference. The contract term is October 1, 2013 to September 30, 2014.

Services would be provided on an hourly reimbursement basis, not-to-exceed a total amount of \$15,000 over the term of the contract.

Responses are to be submitted by 4:00 p.m., September 13, 2013 to Lesley Milton, Clerk of the MPRWA, at the Seaside City Clerk's office, 440 Harcourt Ave, Seaside, CA 93955.

If you have any questions, please feel free to contact me at 831-241-8503.

Sincerely,

James M. Cullem P.E.
Executive Director
MPRWA

EXHIBIT A

Public Outreach Services

Monterey Peninsula Regional Water Authority

Scope of Work

- A. Develop a master plan for Public Outreach and Information
- B. Work with Board members and staff on identification of issues & Message Development
- C. Establish and maintain contacts with the media and prepare periodic op-eds
- D. Prepare articles for the newsletters of each Authority member periodically
- E. - Prepare and maintain power point presentations for use by staff & Board members
- F. Prepare and maintain handout materials for use by staff & Board members
- G. Prepare and maintain a list of Frequently Asked Questions
- H. Assist in presentation of messaging on Water Authority Web site
- I. Recommend Public Outreach options on social media
- J. *Monitor* Water Authority meetings and proceedings (attendance is not required)
- K. Coordinate all public outreach & messaging with MPWMD and MRWPCA via the MPWMD Public Outreach Committee

EXHIBIT B

CONTRACT FOR PROFESSIONAL SERVICES

Public Outreach Services Agreement

THIS AGREEMENT is executed this ____ day of _____, 201_, by and between the Monterey Peninsula Regional Water Authority, a municipal corporation, hereinafter called "Authority", and [Name of Consultant], hereinafter called "Consultant".

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Scope. Consultant hereby agrees to provide to the Authority, as the scope of services under this Agreement, the following services: Public Outreach Services, as further described on the following attachments: the Scope of Work under this contract (attached hereto as Exhibit "A"), and the approved Consultant's Proposal dated [insert date] (attached hereto as Exhibit "B"). In case of any conflict between these documents, the Scope of Services shall take first precedence over the Consultant's proposal.

2. Timely Work. Consultant shall perform all tasks in a timely fashion, as set forth more specifically in paragraph 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and Authority may terminate this Agreement with no further liability hereunder, or may agree in writing with Consultant to an extension of time.

3. Term. The work under this Agreement shall commence October 1, 2013 and shall be completed by September 30, 2014 unless Authority grants a written extension of time as forth in paragraph 2 above.

4. Compensation. Authority agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, an hourly fee as set forth in Consultant's Proposal (Exhibit B), in a total amount not to exceed Fifteen Thousand Dollars (\$15,000.00). Compensation under this Agreement shall become due and payable 30 days after Authority's approval of Consultant's submission of monthly written invoices to the Authority Executive Director. Written invoices shall clearly identify the work elements and shall include a copy of timesheets or invoices from any sub-consultants. The payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the Authority. If Authority determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, Authority shall not be responsible for payment until such time as the work has been satisfactorily performed.

5. Additional Services. In the event that Authority should request additional services not covered by the terms of this Agreement, said services will be provided by Consultant and paid for by Authority only after a fee for said services has been agreed upon between Consultant and Authority Executive Director and the Authority Executive Director provides written authorization for the additional work.

6. Schedule for Performing Services. For the work subject to this Agreement, Consultant shall perform the services in accordance with a schedule as established during the term of the contract.

7. Staffing Plan. Consultant shall provide Authority with the names of the key professional personnel assigned to perform the services under this Agreement as well as a general description of the services they will be assigned to perform.

8. Subconsultant Plan. If Consultant intends to utilize the services of any subconsultants to perform the services under this Agreement, the names of those subconsultants and a general description of the services they will be assigned to perform shall be attached hereto as Exhibit "C" *Subconsultant Plan*.

9. Meet and Confer. Consultant agrees to meet and confer with Authority or its agents or employees with regard to services as set forth herein as may be required by Authority to insure timely and adequate performance of this Agreement.

10. Indemnification. Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the Authority), indemnify and hold harmless the Authority and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the negligence, or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the Authority from and against any and all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, contractors, representatives, patrons, guests or invitees.

Consultant further agrees to indemnify Authority for damage to or loss of Authority property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this agreement or to the proportionate extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, contractors, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the negligence of the Authority

11. Insurance. Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall

maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance including but not limited to premises, personal injuries, bodily injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

Professional Liability Insurance. Consultant shall maintain in effect throughout the term of this Agreement professional liability insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following City's acceptance of the work.

Commercial automobile liability insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.

Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain workers' compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$100,000 per occurrence for employer's liability.

Other Insurance Requirements

- A. All insurance required under this Agreement must be written by an insurance company either:
- admitted to do business in California with a current A.M. Best rating of no less than A:VI;
 - or
 - an insurance company with a current A.M. Best rating of no less than A:VII.

Exception may be made for the State Compensation Insurance Fund when not specifically rated.

- B. Each insurance policy required by this agreement shall be endorsed to state that Authority shall be given notice in writing at least thirty days in advance of any cancellation thereof, except 10-day notice for nonpayment of the premium.
- C. The general liability and auto policies shall:
- Provide an endorsement naming the Authority, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 or ISO 20 37 07 04 or their equivalent.
 - Provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by the Authority.

- Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
 - Provide for a waiver of any subrogation rights against the Authority via an ISO CG 24 01 10 93 or its equivalent.
- D. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this agreement with the Authority. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- E. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.
- F. Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insured shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

12. Ownership of Work and Copyrights. Upon completion of the work under this Agreement, ownership, title and copyrights to all materials and deliverables produced as part of this Agreement will automatically be vested in the Authority and no further agreement will be necessary to transfer ownership to Authority.

13. Licensing – Standard of Care. Consultant represents as follows: that it is experienced in the professional services and a specialist in the work performed under this Agreement; is duly organized, existing and in good standing under applicable state law; and is properly licensed and/or certified to perform the work specified under this Agreement, including but not limited to possession of a current City of Monterey business license, and will only employ persons and subconsultants with all required licenses and certifications.

14. Substitution of Consultant Personnel. The key personnel of Consultant or any subconsultants listed in Consultant's proposal or in *Subconsultant Plan* (Exhibits C hereto) and assigned to perform the work under this Agreement may not be substituted with or replaced by other personnel or subconsultants without the advance written consent of Authority.

15. Termination. Authority may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

16. Agency. In performing the services specified under this Agreement, Consultant is hereby deemed to be an independent Consultant and not an agent or employee of Authority.

17. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of this Agreement will be effective only if it is in writing signed by both parties hereto.

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

19. Assignment of Interest. The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of Authority. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which Authority may terminate this Agreement and be entitled to damages.

20. Non-Discrimination/Affirmative Action. Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, marital status, physical or other motor handicap, unless based upon bonafide occupational disqualification. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, marital status, physical or other motor handicap.

21. Conflict of Interest. Consultant shall at all time avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Agreement. Consultant shall file statements of financial interest on forms provided by the AGENCY to the extent and at the times required by the Authority's Conflict of Interest Code and applicable law.

22. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

23. Laws. Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

AUTHORITY

CONSULTANT

Executive Director

Consultant Name