

**CONSULTANT AGREEMENT BETWEEN THE CITY OF SANTA ANA AND
CV STRATEGIES FOR PREPARATION OF CONSUMER CONFIDENCE REPORTS
AND AUXILIARY SERVICES ON AN ON-CALL BASIS**

THIS AGREEMENT is made and entered into on this 18th day of July, 2023 by and between CV Strategies (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On April 13, 2023 the City issued a Request for Proposal (“RFP”) No. 23-014, by which it desired to retain a consultant having special skill and knowledge in the preparation of Annual Consumer Confidence Reports regarding the City’s water system and sanitary sewer system, as well as the performance of the following “Auxiliary Services” including, but not limited to: the creation of a Strategic Plan; updating the City website and web based CCR; composing and designing ready for print brochures, postcards letters, and bill inserts for public distribution; development of water related campaigns; targeted outreach for water campaigns; creation of live action media and videos including Public Service Announcements, on an on-call basis for the City’s Public Works Agency.
- B. Consultant submitted a responsive proposal that was among those selected by the City. Consultant represents that it is able and willing to provide such services described in the scope of work that was included in the RFP No. 23-014.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform all those services described above and described in the scope of work section included in RFP No. 23-014 on an on-call basis and at the City’s sole discretion during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth above, and in the “**Scope of Services - Exhibit A**”, attached hereto and incorporated by reference, and as further described in Consultant’s Proposal, attached hereto and incorporated herein by this reference as “**Consultant’s Proposal - Exhibit B**”.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Consultant’s Fee

Proposal, which is attached hereto and fully incorporated herein by this reference as **“Compensation - Exhibit C”**. Consultant is one of three (3) separate consultants selected to provide services on an on-call basis under RFP No. 23-014. The total compensation for services provided by all consultants selected under RFP No. 23-014 shall not exceed the shared aggregate amount of \$900,000.00 during the term of this Agreement, including any extension periods, as set forth in Section 3, below.

- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on July 18, 2023 and end on July 17, 2026 for an initial three-year term, with the option for the City to grant one (1), two-year extension exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

4. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

6. INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subconsultants.

- a. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has secured all insurance required under this Section.
- b. Insurance coverage shall be at least as broad as:
 - (i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - (ii) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease.
 - (iii) Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.
 - (iv) If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - (i) **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least

as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

- (ii) **Primary Coverage.** For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.
- (iv) **Waiver of Subrogation.** Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- (v) **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (vi) **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.
- (vii) **Verification of Coverage.** Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (viii) **Subcontractors.** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.

- (ix) **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subconsultants, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

9. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three

(3) years from the date of final payment to Consultant under this Agreement.

10. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

11. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

12. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

13. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any

party, which is not embodied herein.

14. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultant and/or consultants retained by City.

15. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder

and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

19. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Jennifer L. Hall
City Clerk
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Nabil Saba
Executive Director of Public Works Agency
City of Santa Ana
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, California 92702

To Consultant:

Erin La Combe
Chief Executive Officer
CV Strategies
73700 Dinah Shore Drive
Palm Desert, CA 92211
Phone: 760-641-0739

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these

time frames, weekends, federal, state, County or City holidays shall be excluded.

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA:

JENNIFER L. HALL
City Clerk

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM:
SONIA R. CARVALHO
City Attorney

CONSULTANT:

By: 

JONATHAN T. MARTINEZ
Assistant City Attorney



ERIN LA COMBE
Chief Executive Officer

RECOMMENDED FOR APPROVAL:

NABIL SABA
Executive Director
Public Works Agency

EXHIBIT A

SCOPE OF SERVICES

CITY OF SANTA ANA
RFP NO.: 23-014
CONSUMER CONFIDENCE REPORT (CCR) AND AUXILIARY SERVICES

Appendix
ATTACHMENT 1: SCOPE OF WORK

CITY OF SANTA ANA
RFP NO.: 23-014
CONSUMER CONFIDENCE REPORT (CCR) AND AUXILIARY SERVICES

SCOPE OF WORK

A. INTRODUCTION AND BACKGROUND

The City of Santa Ana Public Works Agency – Water Resources Division oversees and maintains the daily operations of the Water System and Sanitary Sewer System. The City's water system it's comprised of approximately 478 miles of water mains, and the sewer system has approximately 390 miles of sewer mains. We serve all the City of Santa Ana and their 333,000 residents and businesses. We strive to provide award winning potable water and good public service to each resident and business in the City.

The City is seeking agencies and professionals interested in providing services through innovative and informative content to improve and relay City messaging for water resources issues and related information. The focus for these services is to create the annual Consumer Confidence Report (CCR), and water content services, and strategic communication pieces as the City focuses on delivering these messages to the residents, businesses and stakeholders. The City is looking for opportunities to better communicate water related issues and to keep everyone informed.

B. CONSULTANT RESPONSIBILITIES

The selected consultants are intended to, among other items previously stated, assist and provide the City with resources and materials to the City on strategic communication, message delivery and other technical documents such as the preparation of the consumer confidence report (CCR's).

The Consultants shall provide all labor, materials, services, and equipment necessary for the services described herein. The Consultant shall possess all permits, licenses, and approvals necessary to provide goods/services required in the Scope of Work.

It is the sole responsibility of the consultants to comply with all copyright rules and regulations when it pertains to images, logos, graphics, drawings, and any other intellectual property and materials.

C. SCOPE OF SERVICES

Public water providers are required by California Health & Safety Code §116470 and California Code of Regulations, Title 22, Article 20 to prepare an annual water quality Consumer Confidence Report (CCR) and provide it to their customers by July 1st of each year. The CCR summarizes information regarding the water quality of the City's local and import water sources, detected contaminants, compliance with drinking water regulations (including monitoring requirements), and educational outreach information. The successful Consultant will need to review the State Water Resources Control Board Division of Drinking Water's annual Preparing Your California Drinking Water Consumer Confidence Report Guidance for Water Suppliers for detailed guidelines.

The City of Santa Ana is soliciting proposals from qualified consulting firms to prepare and deliver

CITY OF SANTA ANA

RFP NO.: 23-014

CONSUMER CONFIDENCE REPORT (CCR) AND AUXILIARY SERVICES

a comprehensive Water Quality Consumer Confidence Report and provide the following auxiliary support services described herein:

I. Interactive and web based CCR – (Attachment 4: Additional Provisions, Fee Item #1)

- Attend meetings with City Staff to coordinate the content and the format of the web-based WQCCR (Assume two (2), two-hour meetings);
- City will provide water quality data (imported, groundwater, etc.) to Consultant;
- Archive previous years Water Quality Consumer Confidence Reports;
- Prepare workflow procedure in developing Water Quality Consumer Confidence Report's water quality tables and all constituents;
- Collect, prepare and edit and format 12 water related articles for the web-based WQCCR;
- Supply City-specific graphics, icons, symbols, photos and pictures to be used, for the development of the web-based WQCCR at its various sections such as the PWA Director and Water Manager's message, water conservation, water quality, drought, WQCCR, water capital improvement construction projects, rate notices, Food Oil & Grease (FOG) Management & Control Program, etc.;
- Supply other graphics, photos, pictures and other related visual material & effects to support the production of the web-based WQCCR;
- Maintain and continuously update the information and facts on the City's web-based WQCCR (Assume four (4) annual updates);
- Make available in PDF format for printing the entire WQCCR in English and Spanish;
- **Final Water Quality Consumer Confidence Report and PDF files will be submitted to City Staff by June 1st of each year.**
- It is the responsibility of the Consultant to comply with the all the copyright rules and regulations when it pertains to photos, pictures, logos, graphics, drawings, and all written material.

II. Strategic Plan - (Attachment 4: Additional Provisions, Fee Item #2)

Consultant will create a custom, multi-year Strategic Plan for the City's Water Resources Division that will thoroughly describe strategic goals, core values, priorities, objectives, action steps, and key performance indicators; and will support its implementation. Submitted proposals will need to provide deliverables and implementation schedule.

Strategic Assessment: Gather input, feedback evaluate City's existing Strategic Plan to establish a framework for Division's 2023 Strategic Plan.

Goals:

- Assess current strategic efforts
- Gather input from City management, staff, stakeholders
- Evaluate existing directive/documents
- Determine Division's needs
- Identify opportunities for accomplishing goals
- Establish direction for workshops
- Create groundwork for strategic plan development

CITY OF SANTA ANA

RFP NO.: 23-014

CONSUMER CONFIDENCE REPORT (CCR) AND AUXILIARY SERVICES**Deliverables:**

- Interviews summaries
- SWOT analysis
- Internal analysis
- Workshops topic and questions

Strategic Plan Workshops: Consultant will plan and facilitate targeted, comprehensive workshops to identify future goals.

Goals:

- Facilitate fruitful, collaborative discussions
- Solicit input for plan creation
- Work out policy goals
- Motivate staff to maintain the Plan up to date and useful for ongoing operations

Deliverables:

- Workshop planning/facilitation
- Workshop Summary
- Follow-up findings

III. Auxiliary Services – (Attachment 4: Additional Provisions, Separate Rates)
On-Call Support Services, Printed Products, Etc.:

The City is seeking qualified Consultants and communications service providers to provide and assist the City as previously described with the preparation of technical and non-technical documents, messaging campaigns, strategic messaging and general communication support as needed and not limited to:

- Attend meetings with City staff to coordinate and develop tasks, and program management and logistics;
- Compose and design ready for print water related direct-mail brochures, postcards, letters and bill inserts for public distribution on topics including, but not limited to: 1) Prop 218 notifications, 2) water conservation, 3) water drought, 4) water campaigns, 5) water capital improvement construction projects, 6) event announcements and others. A total of 24 double sided brochures must be quoted per contract year;
- Create all required standard and special messages and public notices regarding water quality standards;
- Write and edit water and wastewater system related articles specific to the City of Santa Ana to be printed in newspapers, newsletters, pamphlets, and press releases for a total of 12 per contract year;
- Develop an annual water related campaign;
- Develop strategies with targeted outreach for water campaign, Water Youth Poster Contest and special events;
- Create targeted media list(s) for ongoing initiatives as well as special events;
- Work as liaison with any partners, etc., to create and maintain communications and enlist

CITY OF SANTA ANA

RFP NO.: 23-014

CONSUMER CONFIDENCE REPORT (CCR) AND AUXILIARY SERVICES

- their cooperation in promoting campaigns and events on an as-needed basis;
- Develop Water Quality Packet for Water Youth Contest, which will include water related activity worksheets, word scramble, and word search for school aged children (ages 5-12 years old);
 - Supply specific graphics, icons, symbols, and pictures, and other related visual material to support the production of printable literature to be used for the various water campaigns including, but not limited to water conservation, water quality, WQCCR, water construction projects, the drought, rate notices, and others;
 - Compose and design posters for water related Public Service Announcements for the City's bus shelters. A total of (4) different designs for each campaign shall be quoted for each contract year;
 - Assist with copywriting and editing of all promotional materials such as fliers, brochures, advertisements, scripts, PowerPoint presentations, etc., to maintain brand consistency;
 - Draft presentations, scripts and speaking points for key City spokespeople;
 - Provide other Support Services and produce printed products;
 - All material produced under this agreement for release to public must include Spanish and Vietnamese translation;
 - Strategic communication;
 - Key messages and narratives;
 - Presentations, dashboard reports;
 - Infographics, brochures, illustrations, fact sheets;
 - Social media messaging, press release, newsletter material;
 - Outreach campaign materials;
 - Live action media, short videos;
 - It is the responsibility of the Consultant to comply with the all the copyright rules and regulations when it pertains to photos, pictures, logos, graphics, drawings, and all written material.

D. DISTRIBUTION OF WORK

No work shall be allowed to proceed until authorized by City Staff.

The proposer can submit their proposals for the Consumer Confidence Report (CCR), and/or for all other services described herein. The proposer will not be disqualified if they submit for only one of the services requested such and the CCR and/or Strategic Plan.

---End of SCOPE OF WORK Section---

EXHIBIT B

CONSULTANT'S PROPOSAL

REQUEST FOR PROPOSALS

**CITY OF SANTA ANA
PUBLIC WORKS AGENCY**

**Consumer Confidence Report (CCR)
and Auxiliary Services**

RFP 23-014



SUBMITTED FRIDAY, MAY 12, 2023, BY:

Erin La Combe

Erin La Combe
President, CEO & Founder, CV Strategies
erin@cvstrat.com | 760.641.0739

CV STRATEGIES

PRECISION IN PERCEPTIONSM

May 12, 2023

Kathia Reyes, Project Manager
City of Santa Ana Public Works Agency
220 S. Daisy Ave., Building A, Santa Ana, CA 92703

Dear Ms. Reyes,

CV Strategies is pleased to present this proposal for services related to development of your agency's annual Consumer Confidence Report and Strategic Plan, as well as on-call communications services. We look forward to continuing our professional partnership with the Public Works Agency Division of Water Resources.

With more than 18 years of experience working with special districts, CV Strategies is prepared to collaborate with agency staff to create all elements of successful strategic communications, including planning, guiding, creating and developing messaging, content and graphics. Our deep knowledge of the water industry and the region will allow us to effectively create a nexus between your messages and community benefit.

The following proposal details our approach to creating effective and sustainable communications for the Division of Water Resources, including the CCR, continuing and completing the work we started on your Strategic Plan, and providing additional services such as providing content for newsletters, press releases and presentations as well as branded graphics and design of fact sheets and other collateral.

There is no better firm than CV Strategies to help the Division communicate its story to customers and stakeholders. Our comprehensive communications and public engagement firm, founded in 2007, has an in-house team of strategic planners, brand managers, content developers, graphic designers, photographers and videographers who are available 24 hours a day, 7 days a week to turn your communications goals into action. We are a California Corporation - S Corp headquartered at 73700 Dinah Shore Drive, Palm Desert, CA 92211, with offices in Los Angeles and Sacramento.

Should you need additional information, please do not hesitate to contact our Vice President, Tara Bravo Mulally, directly at 510-300-5843. We look forward to partnering with you on this project and are happy to present this proposal, which is firm and binding for 120 days from the date of receipt.

Agreement Statement: We concur with any and all provisions as contained in the standard agreement attached as ATTACHMENT 4: STANDARD AGREEMENT in the Appendix of the RFP.

Sincerely,



Erin La Combe
President, CEO & Founder
CV Strategies, S-Corporation
73700 Dinah Shore Drive
Palm Desert, CA 92211

erin@cvstrat.com | 760.641.0739

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Background





CV Strategies is a communications and community engagement firm that leverages expertise, influence and instincts to enhance the ways public agencies tell their stories. Founded in 2007 by former television news director Erin La Combe, CV Strategies helps clients blend media, messaging and audiences to connect with communities and drive support on the issues that matter. CV Strategies' staff of 22 is made up of former journalists, news executives, marketing experts and designers who use their storytelling skills to provide value to clients.

CV Strategies is a California small business averaging about \$2 million in gross receipts annually. We are not a subsidiary of a larger company. The firm is currently involved in active, ongoing communications initiatives with more than 100 public agencies throughout California. Our strategists provide support on issues as diverse as branding, website design, strategic planning, crisis communications, public education campaign architecture, and tactical outreach implementation. Our extensive experience makes us adept at crafting effective messaging for organizations with varying stories to tell.

The firm has developed conservation, education and engagement campaigns for clients across the state. With offices in Palm Desert, Los Angeles, and Sacramento, our team members leverage their diverse expertise, contacts, and skill sets to support water industry, energy and government clients. Our firm is deadline-oriented and driven to deliver updates and results that identify measurable targets and achieve progress throughout a project's scope.

We provide our clients with a diverse set of tactics to help them meet their outreach objectives with a wide variety of audiences. Through careful research, planning and strategic implementation, our specialists work closely with staff to create effective and innovative solutions to communication challenges. CV Strategies unites these elements to fulfill the organization's vision and ensure achievement of communication goals.

THE CV STRATEGIES NEXUS



WE UNDERSTAND PUBLIC AGENCIES.

With more than 100 current public agency clients across the state, CV Strategies consultants have an intimate knowledge of municipalities and special districts, and are well versed in the tactics that enhance customer engagement and messaging success.



WE KNOW THE REGION.

We understand the unique relationships, communities, and issues of the region, as well as the messages that resonate with stakeholders. In addition, an extensive portfolio of strategic communication initiatives for public sector clients throughout the state has fostered a deep understanding of the issues that impact California communities.



WE ARE SKILLED STORYTELLERS.

Our backgrounds in journalism, advertising, design, film production and social media marketing have honed keen storytelling instincts that help create dynamic visuals and compelling copy.



WE THINK HOLISTICALLY.

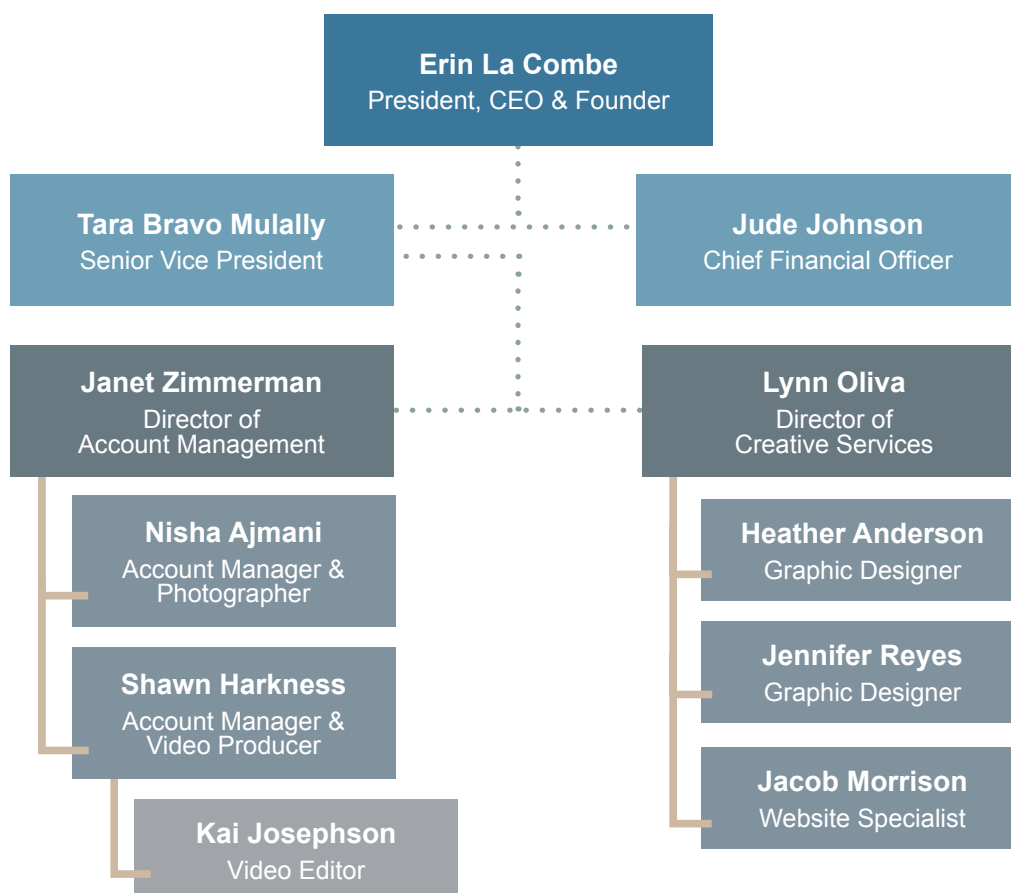
Our professionals are experienced in gathering and analyzing information in pursuit of a comprehensive and holistic strategic approach. The guidance and counsel we provide is engineered out of an in-depth understanding of client nuance and need.



WE DO ALL OUR WORK IN HOUSE.

CV Strategies offers a full suite of in-house creative services – concepting, copywriting, design, web production, photography, videography, social and digital media. This combined-services approach improves control of costs and deadlines, while close interaction between designers, copywriters and account coordinators results in deliverables that are cohesive, targeted, and harmonious.

ORGANIZATIONAL CHART OF KEY PERSONNEL



KEY PERSONNEL

The team and their percentage of time devoted to this project:

- **Project Director:** Erin La Combe, 10%
- **Project Manager:** Tara Bravo Mulally, 30%
- **Content Development:** Janet Zimmerman, 40%
- **Creative Director:** Lynn Oliva, 40%
- **Graphics Support:** Heather Anderson, 20%

QUALITY ASSURANCE

CV Strategies will ensure staff quality through regular review of work performed. All deliverables undergo a series of management reviews and edits prior to final approval by the Project Director. In addition to the project team identified, the talent and experience of our staff allows for backup if necessary, so deadlines are always met.

No subcontractors will be required for this project.

ERIN LA COMBE

PRESIDENT, CEO & FOUNDER

EDUCATION

University of Southern California
Los Angeles, California

Bachelor of Arts
Degree // *Broadcast Journalism*

AFFILIATIONS

The California Club //
Board Member

FIND Food Bank //
Board Member

California Utility Executive Management Association //
Board Member

Jim Murray Memorial Foundation //
Board Member

SELECT AWARDS

Pacific Southwest Chapter Emmy //
June 2003
Best Newscast Winner

Pacific Southwest Chapter Emmy //
June 2004
Best Newscast Winner

Communicator Award Winner //
January 2006
Breaking News

Bill Stout Memorial Award of Excellence Winner // March 2006

Best Spot News Coverage Winner //
March 2006

An Emmy Award-winning journalist with over 25 years in the communications industry, Erin La Combe is the President and Founder of CV Strategies, a Southern California strategic communications and public engagement firm serving corporate, government and non-profit clients. Erin is an experienced media veteran, having led newsroom operations at network television affiliates KESQ, KMIR and KUNA in the Coachella Valley and KFWB news radio in Los Angeles, as well as KROQ-FM. Her news background and insights offer a highly valuable service that is difficult to match. Erin has led the communications and public affairs support team and overseen graphics development for myriad cities, water districts, and nonprofit organizations across the state for more than a decade. A talented mediator, she has provided guidance to numerous government agencies through the strategic planning process, leading workshops and providing key messaging strategies to gain positive public perception. Her insights into the minds of reporters and editors are often one step ahead of the story of the day, offering a highly valuable service that is difficult to match.

PROJECT EXPERIENCE

Turlock Irrigation District – FERC Relicensing, Turlock, California. Created a successful campaign to engage media, the community and ultimately the State Water Resources Control Board to support a science-based approach for relicensing Don Pedro Dam. The project involved a media-focused website, videos, factsheets and press relations.

Byron-Bethany Irrigation District – Water Rights Protection, Byron, California. Spearheaded a campaign that resulted in the protection of water rights for farming communities in the San Joaquin Valley. Work included video production, media relations, website creation and event organization to influence state decision-makers.

Coachella Valley Water District – Chromium-6 Outreach, Palm Desert, California. Crafted direct mail pieces, quarterly updates and factsheets to educate customers about new state reporting threshold for drinking water. Facilitated community meetings, prepared public presentations and directed videos.

Elsinore Valley Municipal Water District – Variable Rates Outreach, Lake Elsinore, California. Led an extensive educational campaign for the District's move to variable sewer rates. The project included online content, FAQs, infographics, newsletter articles, bill inserts, mailers, social media and more.

Desert Healthcare District – COVID-19 Outreach, Palm Springs, California. Directed and managed a comprehensive educational effort that includes creation of an online Coachella Valley COVID-19 Resource Center, news releases, newsletter content, social media and media coverage.

Hi-Desert Water District – Sewer Assessment District, Yucca Valley, California. Guided the Hi-Desert Water District Water Reclamation Facility and sewer system outreach effort, securing a voter turnout of more than 50% and overwhelming total assessment voter approval of more than 70%. Tactics included designed ads and billboards, media ad buys, legislative document development, microsite creation and video production.

TARA BRAVO MULALLY

SENIOR VICE PRESIDENT

EDUCATION

**California State University,
East Bay**

Hayward, California

Bachelor of Science //
Business Administration
Graduated Cum Laude

**Cogswell Polytechnical
College**

Sunnyvale, California
Computer Arts Focus

AFFILIATIONS

**Association of California
Water Agencies //**

Communications Committee

**Friends of the Desert
Mountains //**

Board of Directors

SELECT AWARDS

ABA Stevie Award //

iEfficient

Water Conservation Website
PRSA Capella Award //

Elsinore Valley Municipal
Water District

Notice of Public Hearing
PRSA Capella Award //

iEfficient, *Water
Conservation Campaign*

**CAPIO Award of
Distinction //**

East Valley Water District
*Transitioning to Budget
Based Rates*

CAPIO Award of Merit //

Rowland Water District
Strategic Plan

**CAPIO Award of
Distinction //**

Elsinore Valley Municipal
Water District, *Variable
Sewer Outreach Plan*

Tara leads the staff at CV Strategies, where she guides the development and execution of communications and outreach campaigns for public agencies, nonprofits and corporations. She has served as the architect of multiple, complex outreach efforts that include enhanced website design, branding, strategic planning, water and wastewater rates outreach, video direction and communications training. Tara's background in graphic design gives her a unique skill set and the ability to convey highly technical information in a visual format that provides added value to her work with clients. Since joining CV Strategies in 2010, Tara has proven herself as a skilled leader who helps clients successfully overcome their communications challenges.

PROJECT EXPERIENCE

United Water Conservation District – Water Sustainability Summit 2020, Oxnard, California. Organized and facilitated a regional sustainability summit to foster collaboration in Ventura County. Speakers included Dorene D'Adamo, State Water Resources Control Board; Vic Nguyen, California Department of Water Resources; Assemblymember Jacqui Irwin (D-Thousand Oaks) and Catherine Freeman, Chief Consultant to the California State Assembly Water, Parks and Wildlife Committee. CV Strategies designed the event materials and presentations, as well as produced the historical and event recap videos.

San Bernardino County Superintendent of Schools – Rebrand and Website, San Bernardino, California. When one of the largest educational providers in California needed a new look, it turned to CV Strategies. Tara led the effort to rebrand the organization starting with employee focus groups and progressing to a new website, logo, collateral material templates and a style guide.

West County Wastewater District – Strategic Planning, Richmond, California. Led the strategic planning process, which included in-depth work sessions with executive staff and board members to identify priorities and initiatives. Those strategic elements were later incorporated into all district communications, including videos, newsletter articles and community events.

Mission Springs Water District – Assessment District, Desert Hot Springs, California. Implemented multiple successful assessment district outreach campaigns. Created "meeting-to-go" video, door hangers, bill inserts and surveys.

Helix Water District – Rates & COVID-19 Outreach, La Mesa, California. Developed campaign framework elements including key messages, infographics and board talking points, provided media engagement strategies and campaign outreach plan, adjusting to current events with agility and alacrity.

SCV Water – Creation of a New Water Agency, Santa Clarita, California. Developed and facilitated community outreach regarding a potential merger and eventual dissolution of four agencies, creating a new larger agency in the process. Tactics included a microsite, townhall meetings with individualized workstations, branded campaign and surveys. This led to a complete branding process, including a new logo, website, letterhead, etc.

JANET ZIMMERMAN

DIRECTOR OF ACCOUNT MANAGEMENT

EDUCATION

California State University
Long Beach, California
Bachelor of Arts //
Journalism

University of California
Los Angeles
Undergraduate

AFFILIATIONS

**Public Relations Society
of America, Inland Empire
Chapter //**
*Board Member, Secretary
2018-2020*

SELECT AWARDS

**California Newspaper
Publishers Association //**
*Better Newspapers Contest
First Place, Feature Story:
"Autism: The Struggle
Within"*

Pulitzer Prize Nominee //
*Coverage and special
projects:
"Reckoning With
Homelessness," "Crisis
on Tap," about California's
water issues, and
"Breaking the Silence,"
about sexual assault.*

With decades of journalism experience, Janet brings strong storytelling and editing skills to her work with public agency clients. Janet's ability to transform complicated, technical information into content that is relevant, readable, and compelling has been recognized nationally, with a Pulitzer Prize nomination for water reporting. Along with her wide-ranging media connections and story instincts, Janet is skilled at delivering information on multiple platforms, and creating engaging written content that empowers and influences diverse audiences. Janet's all-encompassing experience helps her in crafting successful strategic planning for clients in a variety of industries.

PROJECT EXPERIENCE

Basin Technical Advisory Committee – Led the 19-agency, \$466,000 iEfficient conservation campaign that spanned two counties and was a model for regional cooperation among water agencies. The award-winning campaign included a mobile app to report water waste; earned media coverage; billboards; theater, print, radio and geotargeted digital ads; PSAs, sponsorships; collateral, giveaways, signage and activities for event booths; and original content such as kids' activities and videos. In addition to a four-fold increase in social media followers, surveys throughout the 4-year campaign showed significant increases in awareness of the importance of conservation.

Solano Irrigation District – Managed crisis communications following the electrocution deaths of two teenagers in a district-owned canal. The situation required internal strategy discussions, immediate communications with staff, media relations, rumor control, on-camera and newspaper interviews and a press release once a settlement on a civil lawsuit in the case was reached.

City of Rancho Cucamonga – Created a strategic communications plan based on a robust audit of collateral and other communications, extensive interviews and a SWOT analysis with employees, City leaders, Board members and the community, ride alongs with code enforcement and other personnel. Also updated the City's logo, developed a style guide and social media policy.

Hi-Desert Water District – Organized a ribbon cutting for the opening of the district's first wastewater treatment plant, part of a multi-year effort to eliminate septic tanks. The project included a site visit, pricing for rentals and giveaways, printing photography, and day-of assistance.

Desert Healthcare District – Led a COVID-19 outreach campaign to educate and provide resources for the public and position the district as a trusted source of information. The campaign included a comprehensive microsite with hyperlinks to web resources, press relations, social media content, newsletters, radio and newspaper advertising, and a weekly video update and message from the district CEO.

Coachella Valley Water District – Managed customer communications for a 10-year, 44-mile pipeline replacement project in Sun City Palm Desert. The outreach campaign includes weekly construction team meetings, weekly e-blasts, newsletter ads, PowerPoint presentations, community meetings and signage.

LYNN OLIVA

DIRECTOR OF CREATIVE SERVICES

EDUCATION

Art Institute of California
Inland Empire, California
Bachelor of Science //
Graphic Design

TECHNOLOGY

Adobe Creative Suite //	Website Design //
<i>After Effects</i>	<i>HTML/CCS</i>
<i>Audition</i>	<i>Wix/</i>
<i>Flash</i>	<i>Squarespace</i>
Illustrator	Microsoft Office //
<i>InDesign</i>	<i>Access</i>
<i>Photoshop</i>	<i>Excel</i>
<i>Premier Pro</i>	<i>PowerPoint</i>
	<i>Word</i>

SELECT ACCOMPLISHMENTS

PRSA Capella Award //
Elsinore Valley Municipal Water District
Notice of Public Hearing

PRSA Polaris Award //
Elsinore Valley Municipal Water District
Water Quality Report

CAPIO Award of Excellence //
Elsinore Valley Municipal Water District
Water Quality Report

CAPIO Best in Show //
Rowland Water District
Newsletter

With a deep understanding of the graphic design industry, Lynn combines professionalism and creativity to tap into her clients' visions and help them realize their goals. Working closely with various public agencies has helped Lynn develop an understanding of the intricacies of diverse communications techniques. With attention to detail and deadlines, Lynn's expertise flourishes in a communications environment. A graduate of the Art Institute of California, Lynn is skilled in Photoshop, Illustrator, InDesign and After Effects, among others. Lynn understands the aesthetic value and care that must be put into print and web design to maximize business and customer satisfaction.

PROJECT EXPERIENCE



City of Banning – Designed logo and branded outreach materials for the “Inspire Banning” city beautification campaign; created new logo for revamp of city transit system; designed outreach materials for several ballot measures and designed materials for organics recycling campaign.



Coachella Water Authority & Sanitary District – Led visual rebranding effort for newly combined agencies, including new logo, collateral and stylesheet, calendars that doubled as a consumer confidence report, and conservation materials; also provided Spanish translation.



College of the Desert – Advanced the 2018 and 2019 annual reports with modern themed designs. Crafted a marketing campaign look behind “Create Tomorrow” to bridge the reflective Annual Report with the forward focused State of the College event.



Elsinore Valley Municipal Water District – Created graphics and overall look for numerous projects, including the redesign of the district's Integrated Resources Plan, supporting collateral and graphics, conservation website graphics, quarterly newsletters and bill inserts. Provides Spanish translation as needed.



City of Rancho Cucamonga – Designed a 106-page strategic communications plan for the City that included a detailed brand style guide directing use of approved colors, typography, logos and imagery. The guide helped employees deliver a consistent message to stakeholders and the work led to an updating of the City's logo design and colors.



Website Design – Designs web pages in close collaboration with project teams, creates infographics and iconography, provides photo editing services, and assists with layouts and assets for websites, such as wcwd.org, UnitedWater.org, and northcountytransportationcoalition.org

HEATHER ANDERSON

GRAPHIC DESIGNER

EDUCATION

Northeastern Illinois University

Chicago, Illinois

Bachelor of Arts //

Graphic Design
Ball State University

Muncie, Indiana

Bachelor of Science //

*Fashion Merchandising/
Marketing*

TECHNOLOGY

Adobe Creative Suite //
*Illustrator
InDesign
Photoshop*
Website Design //
HTML/CCS
MailChimp
Microsoft Office //
*Excel
PowerPoint
Word*

With over fifteen years of experience and a wealth of print, digital and social media skills, Heather is a vital member of the CV Strategies team. This Chicago native took her talents abroad, returning to the States after several years of living and learning in the United Kingdom. Heather's experience, along with her multidisciplinary approach and abilities, makes her a unique and valuable addition to the CV Strat crew. She upholds each client's vision by generating creative ideas and refining design elements until an exceptional product is achieved. Having worked with a variety of brand types in both B2B and B2C verticals, Heather understands how to visually communicate each message tastefully and effectively with specific attention to the client's needs and brand identity.

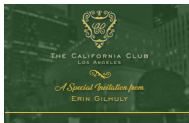
PROJECT EXPERIENCE



City of Indio – Created branded ads for numerous City campaigns and events, including Second Saturdays, Farmers Market and Day of the Dead, as well as City Hall directional and door signs, popup canopies and Coming Soon banners for downtown.



Civil Rights Institute of Inland Southern California – Designed all outreach materials for the grand opening event, including the save-the-date, invitation, social media frames, flyers, digital ads, billboards, rack cards, board cards and eblasts. Successful outreach drew more than 1,000 people to the celebration.



California Club – Updated communications for this historic and exclusive social club in downtown Los Angeles. The challenge included modernizing the look of all materials for members and prospective members while maintaining a sense of sophistication and tradition. Branded materials ranged from a membership guide and wedding events brochure to social media frames and a coffee table book about the club.



College of the Desert – Advanced the 2020 annual report with modern themed designs. Crafted a marketing campaign look behind "Create Tomorrow" to bridge the reflective Annual Report with the forward focused State of the College event collateral and invites, harmonizing a look that allows the audience to look to the past while envisioning the future. Designed a number flyers, banners, catalogs, signage, maps, reports, billboards and other collateral based on institutional brand guidelines.



Cal Domestic Water Company – Created the layout, curated photography and designed the company's 2021 Annual Report, as well as an in-depth salary survey report presented to the Board of Directors. Other work for this client includes design of shareholder outreach materials and the strategic plan.

Project Understanding & Approach



With a customer base of more than 333,000 residents, the Water Resources Division is responsible for hundreds of miles of water and sewer mains, maintaining water quality and ensuring a reliable supply. Additionally, it is important that the Division convey to the public the immense responsibility and value of its prime commodities: water, sanitary sewer service and an exceptional staff. All communications should reinforce Santa Ana's position as a regional leader in water management and treatment, as well as the City's commitment to using technology for the most efficient and cost-effective service. CV Strategies understands the need to convey this information through the Water Quality Report, in the Strategic Plan and through various communications platforms, including newsletter articles, opinion-editorials, brochures, fact sheets and more.



CV Strategies will use a proven, four-phase process based on research, planning, implementation and evaluation to create compelling communications materials and strategic planning documents that help the Division successfully tell its story. Our approach will focus on awareness, agility and measurable gains, creating goodwill among stakeholder groups by creating messaging that is firmly rooted in research and best management practices. The message is then delivered and evaluated for effectiveness, allowing us to pivot as necessary. By using this process, CV Strategies constructs communication that has impact across a wide range of stakeholder groups and outreach.

SPECIAL CONSIDERATION:

Given the City's diverse demographics, special attention must be paid not just to translation of materials but also to ensuring all segments of the population are represented in photographs and videography and that content is culturally sensitive. CV Strategies is prepared and qualified to address these concerns based on our firm's successful representation of numerous special districts and municipalities in ethnically diverse communities across Southern California.



RESEARCH



CV Strategies will leverage its experience with Santa Ana's Water Resources Division for the research portion of our work. We will utilize our in-depth knowledge of the area, your customers and stakeholders, and our work history on Division issues to provide important background and contextual information for each outreach task. We will also gauge public impact and media perception by assessing website and social media analytics, media coverage and internal feedback. Utilizing this data will provide insight that allows us to better reach and engage stakeholders and increase the return on your outreach investment.

IMPLEMENTATION



CV Strategies' unique, collaborative approach to crafting outreach materials yields results. Our award-winning creative team includes strategists and writers, graphic designers, web specialists and videographers who can take each assignment and turn it into an effective messaging vehicle. We hold our own brainstorming sessions to develop the right phrase, the right visuals and the right product, whether we are creating a billboard, an ad, a legally required document or a newsletter. Each piece we produce includes the full measure of our skills to ensure effectiveness.

PLANNING



Timing is everything if outreach is to be successful, which is why our team prioritizes scheduling and deadlines. Each assignment will begin with a kick-off call or meeting to define the project's goals, objectives and audience, and set deadlines for deliverables and staff review. From there, CV Strategies will create a detailed timeline managed through the collaborative, online Monday.com platform. This allows for deliverable-specific comment, content and design tracking, an important resource for agency feedback and keeping everyone on the same page. Throughout the process, we will keep agency staff informed through regular phone calls, emails and progress meetings as needed.

EVALUATION



Evaluation is a valuable tool that enables us to assess the impact of outreach efforts and will inform the work on future projects. Each assignment will be evaluated for whether it achieved the stated goals and objectives. For example: How many people showed up to the meeting or event that was advertised? What kind of feedback was received in response to outreach? Did a social media post generate a positive discussion and/or comments? What did the analytics show? These are the measures we will use to direct projects going forward, so we are able to land on the sweet spot of what content, visuals and tone are most effective. This process allows us to identify what worked and fix what didn't. The result will be a holistic approach to outreach that provides measurable success every step of the way.



Scope of Work



TASK 1



DEVELOP INTERACTIVE AND WEB-BASED WATER QUALITY REPORTS

- Meet with staff to determine format, content topics and deadlines, ensuring delivery date of final document to staff by June 1 of each year
- Coordinate with the Executive Director of the Public Works Agency and Deputy Public Works Director/Water Resources Manager to ensure their messages reflect the organization's vision and priorities
- Create a custom infographic that highlights accomplishments detailed in the annual report, such as AMI deployment, new wells and infrastructure upgrades
- Research and write 12 staff-determined articles, including messages from leadership
- Provide visual concepts for staff review, including branded icons, photography and infographics, and incorporate water quality data and tables
- Translate content to Spanish and other languages as needed
- Update information on the Water Quality Report up to four times per year
- Deliver document in PDF format for printing
- Audit current strategic partnerships and provide suggestions to build, foster and leverage current and potential connections



TASK 2



DEVELOP A MULTI-YEAR STRATEGIC PLAN

- Leverage the strategic planning work our firm completed in 2022, which included three workshops with leadership and management team members, a TOWS assessment, and creation of the Division's mission, vision and values, as well as goals and objectives within key topic areas
- Plan and facilitate an additional round of meetings to gather updates and fill any information gaps from the previous effort
- Create draft Strategic Plan that sets the Division's course over the next three to five years and includes success metrics and implementation schedule
- Finalize Strategic Plan based on client feedback

TASK 3



PROVIDE AUXILIARY COMMUNICATIONS SERVICES

- Meet regularly with staff to determine needs, priorities and timeline, and provide updates to schedule of deliverables
- Provide copywriting and editing services, including scripts, talking points PowerPoint presentations, social media, press releases and collateral
- Employ our extensive knowledge of the water industry to interpret trends and distill complex topics for council, staff and stakeholders
- Design nameplates, looks and graphic elements for all collateral and campaign materials
- Develop campaigns and annual events, with outreach strategies, key messages, implementation plans and recommendations for partnerships to increase promotions
- Facilitate translation of materials into Spanish and Vietnamese
- Create 24 direct mail pieces on topics such as water conservation, capital projects and Proposition 218 notifications
- Write 12 articles related to operations of the water and wastewater systems
- Cultivate relationships with members of the local and regional media
- Create a children's activity booklet with original, branded, water-related worksheets and word searches
- Design bus shelter ads, with four designs for each campaign
- Script and shoot video interviews and b-roll and produce videos for the website and social media

Relevant Experience & References



RELEVANT EXPERIENCE

EXHIBIT B

ROWLAND WATER DISTRICT

3021 Fullerton Road, Rowland Heights, CA 91748

CONTACT Tom Coleman, General Manager
TColeman@rwd.org | 562.697.1726

CV Strategies is the on-call communications arm for Rowland Water District. In addition to providing guidance on strategic planning initiatives and legislative outreach, CV Strategies is tasked with updating, creating content and providing infographics for the District's website and social media accounts. Our firm also generates Rowland's newsletters, annual reports and other digital and print collateral as needed and produced a 6-minute video celebrating the District's history. Extensive rates assistance has included presentation materials for the Board, FAQs, newsletters and bill inserts about rate changes, and spokesperson training.



GLENN-COLUSA IRRIGATION DISTRICT

344 East Laurel Street, Willows, CA 95988

CONTACT Thad Bettner, General Manager
tbettner@gcid.net | 530.934.8881



Working with staff, CV Strategies developed a long-term communications strategy for the District, which struggled with lack of branding, delays in disseminating important information to stakeholders, and a website that did not reflect current operations or accurately portray GCID's important position in the region. We began by assembling a comprehensive communications framework that included design of a new logo and branded elements, key message development, a website overhaul, and tactics for increasing engagement with employees, landowners, water users, lawmakers and regulatory agencies. As we continue to flesh out the remaining components of the Strategic Communications Plan, the changes have been well-received by the Board, staff and community.



UNITED WATER CONSERVATION DISTRICT

1701 North Lombard Street, Suite 200, Oxnard, CA 93030

CONTACT Mauricio Guardado, General Manager
mauriciog@unitedwater.org
805.525.4431

CV Strategies organized and promoted the District's Sustainability Summits in 2020, 2021 and 2022. The innovative conference is designed to identify collaborative solutions to regional water supply challenges. We secured panel participation by State Water Resources Control Board member Dorene D'Adamo and local decision makers. Our team also redesigned the District's website to create a more modern and accessible portal for public information, with revised content, graphics and movement. CV Strategies is closely involved in other aspects of outreach and communications for the District, including strategic consultation, legislative support, collateral development and design, social media, factsheets, presentations and more.



RELEVANT EXPERIENCE

EXHIBIT B

MISSION SPRINGS WATER DISTRICT

66575 2nd St, Desert Hot Springs, CA 92240

CONTACT Marion Champion,
Government and Public Affairs Manager
mchampion@mswd.org
760.329.6448 x145

CV Strategies has advanced the Mission Springs Water District narrative for nearly a decade. Working in collaboration with the Public Information Department, we have crafted a five-year Strategic Communications Plan, as well as developed multiple campaigns on the value of water, conservation, assessment districts, wastewater treatment facility projects and meter replacements. We offer communications counsel in times of crisis and have deftly helped the District navigate through critical periods of community concern.



BILL PAY OPTIONS

ONLINE
MSWD.org/Paperless

BY PHONE
(760) 329-6448

BY MAIL
66575 Second Street
Desert Hot Springs, CA 92240

IN PERSON
Drop off

OTHER OPTIONS:

Walmart Pay

PayPal

PayNearMe

YOUR BANK'S E-PAY PROGRAM

POLICY NOTICE for delinquent accounts

Mission Springs Water District is providing this notice to help customers with overdue accounts avoid the transfer of the outstanding balance to their property tax bill.

The policy applies to accounts with unpaid water and service charges greater than \$5 that are past due for 60 days or more starting June 30, 2021. Under California Water Code Section 31701.5, the delinquency then becomes a lien against the property.

To avoid transfer of the balance, the following payment options are available:

- ONLINE** - MSWD.org/Paperless
- BY PHONE** - (760) 329-6448
- BY MAIL** - Send to: MSWD, 66575 Second Street, Desert Hot Springs, CA 92240
- IN PERSON** - Place checks in the Night Drop at the MSWD office

OTHER OPTIONS:

- Walmart Pay
- PayPal
- PayNearMe
- YOUR BANK'S E-PAY PROGRAM

To arrange a payment plan or need bill assistance, please contact MSWD's Customer Service team at (760) 329-6448. More information is also available at MSWD.org.

Value IS OUR Mission

Working for you.

Contact Us



Behind on your water bills? MSWD is here for you!

Need help paying your bill? You may qualify for assistance through the following programs:

- Help2Others** MSWD has partnered with United Way of the Desert to offer a \$100 credit once in a 12-month period for past due water bills, while funds are available. Visit www.MSWD.org or call **760.329.6448** for details.
- Action Center** MSWD customers can apply to this Riverside County program for assistance with utility bills when funding is available. Visit www.capriverside.org/Cares for more information.
- United Way** The COVID-19 Community Response and Recovery Fund offers up to \$500 for people impacted by COVID-19, as funds allow. Visit www.unitedwayofthedesert.org or call **760.323.2731** for details.
- United Lift** This program provides rental assistance to help keep families in their homes, as well as utility bill help. Visit www.unitedlift.org for details. When applying, scroll through the dropdown menu to find your city.

MSWD is ready to help for further assistance, visit www.MSWD.org or call **760.329.6448** for additional emergency resources.

BILL PAY OPTIONS

ONLINE
MSWD.org/Paperless

BY PHONE
(760) 329-6448

BY MAIL
66575 Second Street
Desert Hot Springs, CA 92240

IN PERSON
Drop off

Ready for you 24/7.

NEED HELP? PLEASE VISIT MSWD.ORG

Help2Others ASSISTANCE PROGRAM

RELEVANT EXPERIENCE

EXHIBIT B

BEAUMONT-CHERRY VALLEY WATER DISTRICT

560 Magnolia Avenue, Beaumont, CA 92223

CONTACT Dr. Kirene M. Bargas,
Director of Finance and Administration
Kirene.Bargas@bcvwd.org
951.845.9581 ext. 224



CV Strategies helped the Beaumont-Cherry Valley Water District develop an outreach and communications program to improve contact with customers and provide information about programs, services, initiatives, events and important news. The original project started with creation of a special logo and materials to mark the District's 100th anniversary and quickly expanded from there. CV Strategies helped the District craft a social media presence populated by regular and engaging posts, and develops branded collateral and messaging for newsletters, web updates, templates, a customer welcome packet, press releases, content, infographics, a Consumer Confidence Report and breaking news updates.



CITY OF SANTA ANA
RFP NO.: 23-014
CONSUMER CONFIDENCE REPORT (CCR) AND AUXILIARY SERVICES

APPENDIX

ATTACHMENT 3: PROPOSER'S REFERENCES

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference

Customer Name: Rowland Water District Contact Individual: **Tom Coleman**, General Manager
Address: 3021 Fullerton Road Phone Number: 562.697.1726
Rowland Heights, CA 91748 Email: TColeman@rwd.org
Contract Amount: \$105,000/year (average) Year: 1/1/2011

Description of supplies, equipment, or services provided:
Provide on-call communications, guidance on strategic planning and outreach, update and create content and infographics for website and social media, design marketing collateral, produce videos, rates assistance, presentation materials for the Board, FAQs, newsletters and bill inserts.

Reference

Customer Name: Glenn-Colusa Irrigation District Contact Individual: **Thad Bettner**, General Manager
Address: 344 East Laurel Street Phone Number: 530.934.8881
Willows, CA 95988 Email: tbettner@gcid.net
Contract Amount: \$120,000/year Year: 9/1/2021

Description of supplies, equipment, or services provided:
Developed a long-term communications strategy. Assembled a communications framework including logo design, branded elements, key message development, a website overhaul, and tactics for increasing engagement with employees, landowners, water users, lawmakers and regulatory agencies.

Reference

Customer Name: United Water Conservation District Contact Individual: **Mauricio Guardado**, General Manager
Address: 1701 North Lombard St., Suite 200 Phone Number: 805.525.4431
Oxnard, CA 93030 Email: mauriciog@unitedwater.org
Contract Amount: \$90,000/year Year: 5/1/2020

Description of supplies, equipment, or services provided:
Organized and promoted the District's Sustainability Summits in 2020, 2021 and 2022. Redesigned the District's website. Closely involved in strategic consultation, legislative support, collateral development and design, social media, factsheets, presentations and more.

CITY OF SANTA ANA
RFP NO.: 23-014
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Reference

Customer Name: <u>Mission Springs Water District</u>	Contact Individual: Marion Champion, <u>Government and Public Affairs Manager</u>
Address: <u>66575 2nd Street</u>	Phone Number: <u>760.329.6448 x145</u>
<u>Desert Hot Springs, CA 92240</u>	Email: <u>mchampion@mswd.org</u>
Contract Amount: <u>\$78,000/year</u>	Year: <u>7/1/2022</u>

Description of supplies, equipment, or services provided:

Crafted a five-year Strategic Communications Plan, developed multiple campaigns on the value of water,
conservation, assessment districts, wastewater treatment facility projects and meter replacements, offered
communications counsel in times of crisis.

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**

Appendix



PARTIAL CLIENT LIST

EXHIBIT B

Below is a brief list of pertinent agencies and cities for which CV Strategies has developed websites, outreach or messaging campaigns.

SPECIAL DISTRICTS

- Beaumont-Cherry Valley Water District
- Bellflower-Somerset Mutual Water Company
- Byron-Bethany Irrigation District
- Casitas Water District
- Castro Valley Sanitary District
- Chino Basin Water Conservation District
- Coachella Valley Water District
- Coachella Water Authority & Sanitary District
- Crescenta Valley Water District
- Cucamonga Valley Water District
- Diablo Water District
- Eastern Municipal Water District
- East Valley Water District
- Elsinore Valley Municipal Water District
- Glenn-Colusa Irrigation District
- Helix Water District
- Hidden Valley Lake Community Services District
- Hi-Desert Water District
- Indio Water Authority
- Jurupa Community Services District
- Lakeside Fire Protection District
- Mesa Water District
- Mission Springs Water District
- Moulton Niguel Water District
- Municipal Water District of Orange County
- Myoma Dunes Water Company
- Orange County Water District
- Palmdale Water District
- Palmdale Recycled Water Authority
- Pico Water District
- Puente Basin Water Agency
- Rancho California Water District
- Rowland Water District
- San Bernardino Municipal Water Department
- San Bernardino Valley Municipal Water District
- San Gabriel County Water District
- San Gabriel Valley Municipal Water District
- San Geronio Pass Water Agency
- SCV Water
- Solano Irrigation District
- Turlock Irrigation District
- United Water Conservation District

- Valley County Water District
- Valley of the Moon Water District
- Valley Sanitary District
- Walnut Valley Water District
- West County Wastewater District
- Western Municipal Water District
- Zone 7 Water Agency/Alameda County

MUNICIPALITIES

- City of Banning
- City of Beaumont
- City of Chino
- City of Chino Hills
- City of Coachella
- City of Corona
- City of Desert Hot Springs
- City of Eastvale
- City of Eureka
- City of Indio
- City of La Quinta
- City of Menifee
- City of Ontario
- City of Oxnard
- City of Palm Desert
- City of Palm Springs
- City of Rancho Cucamonga
- City of Rialto
- City of San Carlos
- City of San Diego
- City of Santa Ana
- City of Tustin
- City of Vallejo

ASSOCIATIONS & GOVERNMENTAL AGENCIES

- Association of California Water Agencies
- ACWA/JPIA - Association of California Water Agencies Joint Powers Insurance Authority
- American Water Works Association CA-NV
- CALAFCO - California Association of Local Agency Formation Commissions
- California Dates Commission
- CalMutuals - California Association of Mutual Water Companies
- Chino Basin Watermaster
- Coachella Valley Regional Water Management Group – CV Water Counts
- CSDA - California Special Districts Association

- CUEMA - California Utility Executive Management Association
- Main San Gabriel Basin Watermaster
- Orange County LAFCO
- Rivers and Lands Conservancy
- Riverside County Department of Public Social Services
- Salton Sea Action Committee
- San Gabriel Basin Water Quality Authority
- San Gabriel Valley Water Association
- Santa Ana Watershed Project Authority
- SCVGSA - Santa Clarita Valley Groundwater Sustainability Agency

HEALTHCARE/MEDICAL

- Arrowhead Regional Medical Center
- Desert Regional Medical Center
- Desert Healthcare District
- Desert Oasis Health Care
- Heritage Victor Valley Health Care
- Hi-Desert Medical Center

ATTRACTIONS/TOURISM/RETAIL

- Augustine Casino
- Big Rock Pub
- City of Indian Wells – The Vue
- El Paseo Jewelers
- El Paseo Shopping District
- Fashion Island
- Mitch's on El Paseo
- Palm Desert Aquatic Center
- Palm Springs Art Museum
- Spotlight 29 Casino
- The Living Desert
- Westin Mission Hills
- Westminster Mall

EDUCATION

- College of the Desert
- College of the Desert Alumni Association
- College of the Desert Foundation
- Inland Empire/Desert Regional Consortium
- Norco Community College
- San Bernardino County Superintendent of Schools
- San Diego Miramar College

Additional Information

OPTIONAL SERVICES OFFERED



Strategic Counsel – CV Strategies provides valuable insight on operations, communications and government relations. This high-level support will help guide outreach and stakeholder-relations efforts.



Community Meetings – CV Strategies provides event support to increase community engagement and customer attendance.



Legislative Support – We know local and regional players. Working with staff to prepare legislative documents and research relevant policy will help create an atmosphere for successful policy development and implementation.



Photography and Video Services – Given the importance of visual communication, CV Strategies staffs both a photographer and videographer to create and enhance images and video content that complement compelling written content to tell a complete story.



Media Relations – Staff members at CV Strategies have years of experience in newsrooms and with print media, as well as close relationships with local journalists. We understand how to develop press releases and media alerts that will stand above the rest and achieve results.



Training – Focused sessions help staff and elected officials hone in on skills that are foundational for agency communication efforts. We build employee confidence and competence through training that includes role-play, practice, and guide materials for ongoing support.



Collateral Development – CV Strategies sees the value in creating compelling, engaging pieces that connect with customers. Our expertise yields a professional product guided by the agency's communications strategy and vision.



Surveys and Analysis – CV Strategies' pollsters will design and conduct large-scale surveys designed to gauge the interest, knowledge and satisfaction among customers and stakeholders. The information is reviewed and analyzed to identify trends and develop outreach recommendations.



Design Services – From web to advertisements to document design, CV Strategies' in-house design team turns copy into dramatic visual storytelling.



Translation – Our skilled translator on staff can quickly transform written content into Spanish, or assist with community meetings by providing on-the-fly translation services.

One of the things that differentiates CV Strategies from our competitors is that we maintain a fully staffed and equipped video department, which allows us to produce TV-quality videos for our clients. We offer all aspects of video services, including conceiving, script writing, interviews, field producing, drone shots, animation, voiceovers and editing. This in-house approach allows us to closely control project quality and costs.



EQUIPMENT AVAILABLE:

- 1 TB SSD Card
- 24-105 Canon Lens
- Angler Softbox
- Black Large Tripod
- **Black Magic Pocket Cinema 4K Camera**
- Black Sandbags
- **Brinno Portable Camera**
- Brinno Time Lapse Grip
- C-Stand
- Camvate Shoulder Stand
- **DJI Mavic 2 Drone**
- DJI Mavic 2 Controller
- **Feel World F6 Plus Monitor for Canon Camera**
- **Glide Gear Teleprompter**
- GVM Portable Lightpanel
- **Indi-Pro**
- **Ipad**
- Litepanels Astra 6X LED Panel
- Metal Light Stand
- Orange Output Extender
- Outlet Splitter
- Portable Light Stand(s)
- **PowerDewise Lav Mic**
- Rode Wireless GO II
- SD Cards
- Smartphone Vlogging Kit
- Tripod for Brinno Camera



Attachments



CITY OF SANTA ANA
RFP NO.: 23-014
CONSUMER CONFIDENCE REPORT (CCR) AND AUXILIARY SERVICES

APPENDIX
ATTACHMENT 5: CERTIFICATIONS

CITY OF SANTA ANA
RFP NO.: 23-014
CONSUMER CONFIDENCE REPORT (CCR) AND AUXILIARY SERVICES

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed _____

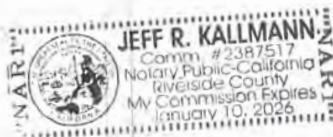
State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 11th day of May, 2023, by Jude Johnson, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

Notary Public Signature

Notary Public Seal



A notary public or other officer completing this certificate certifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of Riverside
Subscribed and sworn to (or affirmed) before me on this 11th day of May, 2023, by Jude Johnson, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

Signature _____ (seal)

CITY OF SANTA ANA
RFP NO.: 23-014
CONSUMER CONFIDENCE REPORT (CCR) AND AUXILIARY SERVICES

NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: 

Title: President

Firm: CV Strategies

Date: 4/25/2023

CITY OF SANTA ANA
RFP NO.: 23-014
CONSUMER CONFIDENCE REPORT (CCR) AND AUXILIARY SERVICES


NON-DISCRIMINATION CERTIFICATION

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

CITY OF SANTA ANA
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7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.
8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: 

Title: President

Firm: CV Strategies

Date: 4/25/2023

EXHIBIT C

COMPENSATION

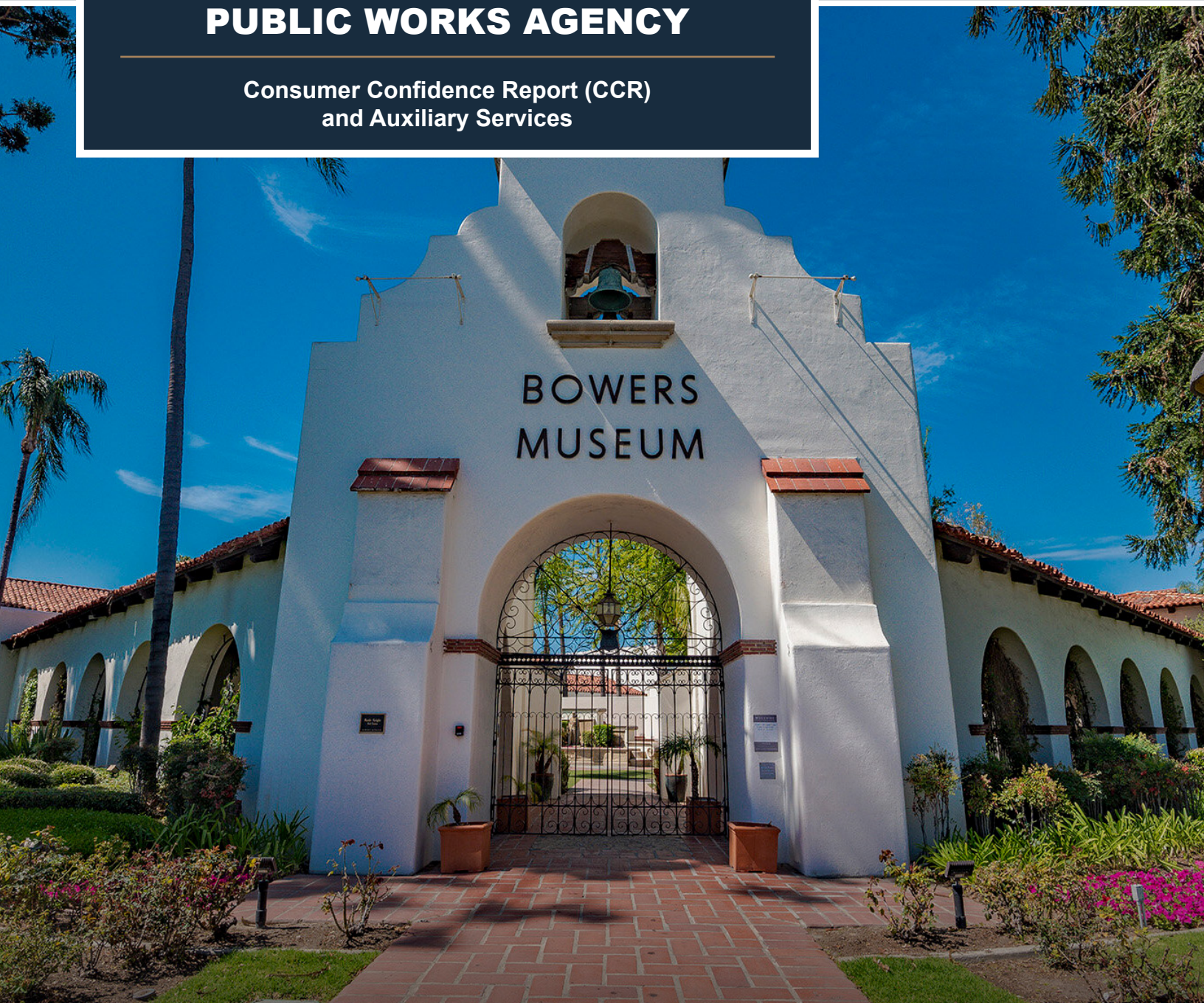
Consultant's Fee Proposal including hourly rates if applicable

COST PROPOSAL

**CITY OF SANTA ANA
PUBLIC WORKS AGENCY**

**Consumer Confidence Report (CCR)
and Auxiliary Services**

RFP 23-014



SUBMITTED FRIDAY, MAY 12, 2023, BY:

Erin La Combe

Erin La Combe
President, CEO & Founder, CV Strategies
erin@cvstrat.com | 760.641.0739

CV STRATEGIES

PRECISION IN PERCEPTIONSM

PROJECT & FEE SCHEDULE

EXHIBIT C

TASKS		
Fee Item #1: Interactive and web based CCR	Lump Sum (per calendar year)	\$9,020
Interactive and web based CCR Total:		\$36,080
Fee Item #2: Strategic Plan	Lump Sum	\$8,750
Strategic Plan Total:		\$8,750
Auxiliary Services (See rate chart below)		

* Costs based on hourly rates provided below.

RATES FOR COMMUNICATIONS SERVICES

- » President – \$240/hour
- » Vice-President – \$225/hour
- » Account Manager/Specialist – \$185/hour
- » Graphic Design/Video/Photography – \$165/hour
- » Translator – \$125/hour
- » Support Staff – \$100/hour

CONTRACT TERMS & CONDITIONS

CV Strategies is prepared to begin work on this project beginning immediately. Either party may end this agreement by providing written notice to the other party. In the event of termination, CV Strategies shall be paid for all hours and expenses accrued up to the date of termination. CV Strategies will notify City of Santa Ana as we are approaching the estimated cost above. Our firm owns and maintains all of its own equipment and supplies are included in the cost so there would be no additional charge to the client.

Optional services or any variability in services rendered by CV Strategies will be billed to the client based on the hourly rate for communications services and will be agreed to by providing a signed written notice. Hard costs incurred by CV Strategies will be billed to the client with a nominal service charge of 10% (not to exceed \$250 per item). This includes all anticipated hard costs such as printing, mailing, photography, video, advertising, etc. Required travel mileage will be billed at the published IRS rate. Travel time is billed at half time.

All services and hard costs will be billed monthly. Invoices should be paid in full upon receipt.

CITY OF SANTA ANA
RFP NO.: 23-014
CONSUMER CONFIDENCE REPORT (CCR) AND AUXILIARY SERVICES

APPENDIX
ATTACHMENT 2: FEE PROPOSAL

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposal. I have examined the ATTACHMENT 1: SCOPE OF WORK. I am familiar with all the existing conditions and limitation that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

CCR: Proposal Item Price –Lump Sum Fee (Per Year) must be inclusive of all costs, including, but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage, and fuel to produce the annual Water Quality Consumer Confidence Report.

Strategic Plan: Proposal Item Price –Lump Sum Fee must be inclusive of all costs, including, but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage, and fuel to produce Strategic Plan.

Proposer shall submit hourly rates schedule, which shall include but not limited to, direct and indirect costs for labor, for staff per job classification, material, equipment rates, overhead, incidental supplies, travel, mileage, and fuel. Any special materials purchased by the consultant only after discussed and authorized by the City projects manager or designee in writing

Prior to commencement of auxiliary services, Consultant shall provide separate quotes, upon request by the City, which shall be approved by the City's Public Works Water Resources Division.

FEE SCHEDULE

The undersigned declares that he/she has carefully examined the request for proposal, that he/she has examined the Proposed Scope of Services, and hereby proposes to furnish all material and do all the work required to complete the said work in accordance with said Proposed Scope of Services, for the unit price(s) set forth in the following schedule:

TO: CITY COUNCIL OF THE CITY OF SANTA ANA

FROM: CV STRATEGIES

<u>Item #</u>	<u>Bid Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Amount</u>
Consumer Confidence Report (CCR)				
1.	Consumer Confidence Report	1	Lump Sum (Per Calendar Year)	\$ 9,020
Consumer Confidence Report Total:				\$ 36,080

CITY OF SANTA ANA
RFP NO.: 23-014
CONSUMER CONFIDENCE REPORT (CCR) AND AUXILIARY SERVICES

Strategic Plan				
2.	Strategic Plan	1	Lump Sum	\$ 8,750
Strategic Plan Total:				\$ 8,750

BIDDER INFORMATION:

Legal Company Name: CV Strategies

Business address: 73700 Dinah Shore Drive, Ste 402 Palm Desert, CA 92211

Phone Number: 760-776-1766

Email Address: erin@cvstrat.com

Authorized Signature: 

Name: Erin LaCombe

Title: President