Title: Supplemental Agreement: Public Outreach and Education Efforts for Stormwater Pollution Prevention

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager, or the City Manager's designee, to execute Supplemental Agreement No. 6 to City Agreement No. 2015-0835 with Sagent (formerly ProProse LLC) to continue public outreach and education efforts regarding stormwater pollution prevention in an amount not-to-exceed $85,000, bringing the agreement's total not-to-exceed amount to $369,500.

Contact: Bill Busath, Director, (916) 808-1434; Jessica McCabe, Program Analyst, (916) 808-5921, Department of Utilities.

Presenter: None.

Attachments:
1-Description/Analysis
2-Scope of Work
3-Supplemental Agreement
Description/Analysis

Issue Detail: The City and its partners, including the Cities of Citrus Heights, Folsom, Elk Grove, Galt, and Ranch Cordova, and the County of Sacramento, which comprise the Sacramento Stormwater Quality Partnership (SSQP) carry out stormwater pollution prevention outreach to meet National Pollutant Discharge Elimination Permit (NPDES) Stormwater Permit requirements. The ultimate goal of this outreach is to reduce pollution in stormwater and non-stormwater discharges and increase the quality of the region’s streams and rivers. The use of consultant services provide essential flexibility in meeting these outreach requirements. The proposed supplemental agreement will continue the services of Sagent (formerly called ProProse LLC) with public outreach and education efforts regarding stormwater pollution prevention. As a partner in the SSQP, the City’s shared portion of the cost is 33.3% of the total.

Policy Considerations: This supplemental agreement exceeds the City Manager’s approval authority and must be approved by City Council.

Economic Impacts: Not applicable

Environmental Considerations: The Community Development Department, Environmental Planning Services has determined that the proposed activity is not a project pursuant to the California Environmental Quality Act (CEQA). The approval of an agreement for stormwater pollution prevention education and outreach is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment (CEQA Guidelines Section 15378 (b)) and is not subject to CEQA (CEQA Guidelines Section 15060(c)(3)).

Sustainability: This outreach is in keeping with the City’s sustainability goal of protecting the quality of drinking water sources.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Approval of this supplemental agreement is requested to continue the public outreach and education efforts regarding stormwater pollution prevention through the continued use of Sagent’s services. “Sagent” is the new name for the City’s contractor Proprose, under City Agreement No. 2015-0835. Proprose (now Sagent) was chosen in 2013 through a competitive RFQ process. The SSQP has been very pleased with the high quality, cost effective, performance of Sagent to date. Sagent has significant familiarity with the SSQP’s outreach regulatory compliance requirements and the outreach services provided by Sagent are especially important right now for continuity in the program and to ensure regulatory compliance in the near term.
Financial Considerations: The original agreement totaled $49,900. Supplemental agreement No. 1 extended the term of the contract to June 30, 2016 for an additional $50,000, bringing the total contract not-to-exceed amount to $99,900. Supplemental agreement No. 2 for $49,600 extended the term of the agreement to June 30, 2017 and brought the total contract to $149,500. Supplemental agreement No. 3 was for $50,000 to expand the scope of service and brought the total contract not-to-exceed amount to $199,500. Supplemental agreement No. 4 extended the contract term to June 30, 2018 and supplemental agreement No. 5, for $85,000 extended the contract term to December 31, 2018 and brought the total contract not-to-exceed amount to $284,500. This Supplemental agreement, No. 6, extends the contract term to December 31, 2019 and is for a total not-to-exceed amount of $85,000, bringing the total contract not-to-exceed amount to $369,500.

There is sufficient funding for the costs associated with this agreement in the Storm Water NPDES Program (I14010200). The City’s cost share of $28,305 will be funded by the Storm Drain Fund (6011) and the remaining reimbursable amount of $56,695 will be funded by the Drainage Reimbursable Fund (6211).

There are no general funds allocated for this project.

Local Business Enterprise (LBE): Sagent is an LBE.
To: Jessica McCabe, City of Sacramento; Jeanette Huddleston, County of Sacramento  
From: Monica Simonson, Sagent  
CC: Shelley Cousineau, Sagent  
Date: January 18, 2019  
Re: Scope of work: SSQP Paid Media Placement, Web and Social Media Maintenance and Creative Development for 2019

The City of Sacramento is requesting a scope of work on behalf of the Sacramento Stormwater Quality Partnership (SSQP). SSQP would like to continue media placement for the Some Jeeps Are Keepers campaign as well as the Protect Every Drop Caltrans partnership campaign focusing on litter/trash reduction. Sagent will continue to integrate messaging and creative from their partners on the website and through social media.

Following are tasks SSQP selected to move forward with the project that Sacramento Department of Utilities has hired Sagent to complete.

**Paid Media**  
$57,000  
Includes: Paid media placement targeted to and displayed in Sacramento County for the Some Jeeps Are Keepers campaign and trash/litter messages from Caltrans’ Protect Every Drop campaign. Sagent will identify and recommend appropriate media to increase community engagement.

**Website**  
$3,000  
Includes: Regular maintenance of the existing BeRiverFriendly.net website including fixing broken links, refreshing copy, adding images from newly designed creative as applicable and building upon education messages.

**Social Media**  
$11,500  
Includes: A strategic brainstorming meeting to develop fresh, new content focused on priority pollutant messages that will drive the public to play an active role in preventing stormwater pollution. Maintenance of the Be River Friendly Facebook page including the development of a content calendar which includes drafting messages, choosing images, posting messages and monitoring social media. Additionally, Sagent will post approved shared Protect Every Drop messages. Included in this budget is paid social advertising and promoted posts to increase visibility of the Facebook page.

**Creative Development**  
$5,000  
Includes: Art services, updates and refreshing the Some Jeeps Are Keepers campaign creative as well as resizing files for paid media placement needs.

**Project Management/Coordination**  
$8,500  
Includes: Strategic direction, project coordination, contract management and budget management for both Some Jeeps Are Keepers and Protect Every Drop messages.

**TOTAL BUDGET**  
$85,000

The total scope of work cost will not exceed $85,000.
SUPPLEMENTAL AGREEMENT

The City of Sacramento ("City") and __________ Sagent (aka Proprose) __________ ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number __________ 2015-0835-6 __________, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

Continue services as described in Exhibit A of original contract and extend contract date to December 31, 2019.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased / Decreased by __________ 85,000.00 __________ and the Agreement's maximum not-to-exceed amount is amended as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Agreement's original not-to-exceed amount:</td>
<td>$49,900.00</td>
</tr>
<tr>
<td>Net change by previous supplemental agreements:</td>
<td>$234,900</td>
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<td>Not-to-exceed amount prior to this supplemental agreement:</td>
<td>$284,900</td>
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<tr>
<td>Increase/Decrease by this supplemental agreement:</td>
<td>$85,000</td>
</tr>
<tr>
<td>New not-to exceed amount including all supplemental agreements:</td>
<td>$369,900</td>
</tr>
</tbody>
</table>

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.

4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

[Signature]
Project Manager

Approved By:

[Signature]
Contractor

Approved By:

[Signature]
City of Sacramento

(Rev. 9-17-12)

Approved As To Form By:

[Signature]
City Attorney

Attested To By:

[Signature]
City Clerk