Title: Supplemental Agreement: Water Conservation Outreach and Education with Sagent (aka ProPose LLC)

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or the City Manager’s designee to execute Supplemental Agreement No. 4 to City Agreement No. C2016-1140 with Sagent (aka ProPose LLC), to provide additional water conservation outreach and education, for an amount not-to-exceed $126,000, bringing the agreement’s total not-to-exceed amount to $998,500, and extending the contract term to December 31, 2020.

Contact: Stacy Larkin, Program Analyst, (916) 808-6356; William Granger, Water Conservation Coordinator (916) 808-1417; Bill Busath, Director, (916) 808-1434; Department of Utilities

Presenter: None

Attachments:
1-Description/Analysis
2-Supplemental Agreement No. 4
Description/Analysis

**Issue Detail:** Per DOU’s 2013 Water Conservation Plan (WCP), expanded public outreach and education efforts are vital to the success of the water efficiency program, including the water conservation ordinance revisions.

To cultivate the culture of water efficiency and resource conservation, the Department of Utilities (DOU) continues to conduct a large scale, long term outreach and education effort to engage the community throughout the year. The proposed Supplemental Agreement No. 4 extends consultant support and assistance with public outreach and education efforts through the end of December 2020.

**Policy Considerations:** This supplemental agreement exceeds the City Manager’s approval authority and requires Council approval.

**Economic Impacts:** None

**Environmental Considerations:** The Community Development Department, Environmental Planning Services has reviewed the proposed agreement and has determined that it is not considered a “project” under the California Environmental Quality Act (CEQA) Guidelines. The approval of an agreement for water conservation 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:** City’s 2035 General Plan Goal 2.1.17 Water Conservation Outreach requires the City to continue providing public education and conducting outreach campaigns to promote water conservation efforts.

**Commission/Committee Action:** Not Applicable

**Rationale for Recommendation:** In the summer of 2016, Sagent was selected as the top-ranked firm to provide community outreach and education regarding water conservation through a Request for Qualifications process, for an amount not-to-exceed $200,000 (Agreement #2016-1140). Then in May 2017, Supplemental agreement No.1 extended their services through June 2018, and in September 2017 Supplemental Agreement No. 2 was executed that allowed Sagent to assist DOU in outreach and education on the new Outdoor Water Conservation Ordinance that was approved in August of 2017. With Supplemental Agreement No. 3, the focus remained on the ‘Keep Sac Waterwise’ campaign, which allowed for continuity in the messages disseminated to the City residents and extended the agreement
to May 1, 2020. Supplemental Agreement No. 4 will allow the City to continue to retain the services of Sagent past May 1, 2020, for continuity and resource efficiency until December 31, 2020.

**Financial Considerations:** Supplemental Agreement No. 4 will increase the contract amount by $126,000, for a revised total not-to-exceed amount of $998,500. There is sufficient funding in the Water Conservation MYOP (I14120400) (Water Fund, Fund 6005) for the services through December 31, 2020.

Although the supplemental agreement is less than $250,000, it exceeds the City Manager’s authority to approve contract supplements of more than 10% of the original contract, and therefore requires City Council approval.

There are no General Funds associated with the supplemental agreement.

**Local Business Enterprise (LBE):** Sagent is not an LBE.

**Background:** DOU provides outreach to the community regarding water conservation and the City’s watering rules and ordinances pertaining to water efficiency, rebate programs, educational workshops and outreach events. On September 20, 2016, DOU executed an agreement with Sagent for an amount not-to-exceed $200,000 (Agreement #2016-1140) to conduct community outreach and education regarding water conservation through the summer of 2017. The scope of work included focus group research, increased digital and social media advertising, and design and implementation of an outreach and community engagement program for efficient outdoor water use, particularly outdoor irrigation usage. After more than two years of declared drought, DOU required a fresh perspective that incorporated new ways to engage the community and inspire them to continue to conserve and use water efficiently.

Later, Supplemental Agreement No. 2 was approved, which focused on developing a new campaign focusing on highlighting updates to the Outdoor Water Conservation Ordinance. The Agreement # 201-01050 increased the contract amount by $316,000, for a revised total not-to-exceed amount of $516,000. The ‘Keep Sac Waterwise’ campaign was kicked off in February 2018.

With Supplemental Agreement No. 3, the focus remained on the ‘Keep Sac Waterwise’ campaign, which allowed for continuity in the messages disseminated to the City residents through April 30, 2020.

Supplemental Agreement No. 4 will increase the contract amount by $126,000, for a revised total not-to-exceed amount of $998,500 and extend the contract through December 31, 2020.
The services include:

- Continued maintenance and updates to the Water Conservation website to maximize information accessibility and flow.
- Materials development such as online banner ads, utility bill inserts, social media ads/and/or billboards as well as development of rebate brochures, infographics and flyers.
- Video production and development of promotional items.
- Paid advertising and media plan for radio, social and digital ads in English and Spanish for three campaigns: “Sac Water Wise”, “Break Up with Your Lawn”, and “1 Day a Week”.
- Continued social media engagement between May and December 2020.
- Media relations support as needed.

The revised scope will help water conservation office continue to achieve the goal of raising awareness that water conservation and efficient water use have become a permanent and sustainable lifestyle of City of Sacramento residents. In early Fiscal Year 2020/21, DOU will engage in a competitive procurement process to select a firm to handle its future outreach.
SUPPLEMENTAL AGREEMENT

The City of Sacramento ("City") and ___Sagent (aka Propose)___ ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number __2016-1140__, including any 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:

   In addition to the services described in Attachment 1 to Exhibit A, Contractor will perform the additional services as outlined in Attachment 2 to Exhibit A attached and incorporated herein.

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 by _$126,000_, and the Agreement’s maximum not-to-exceed amount is amended as follows:

   Agreement’s original not-to-exceed amount: $200,000
   Net change by previous supplemental agreements: $672,500
   Not-to-exceed amount prior to this supplemental agreement: $872,500
   Increase by this supplemental agreements: $126,000
   New not-to-exceed amount including all supplemental agreements: $998,500

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:  

______________________________________________  ____________________________________________

Project Manager  
City Attorney

Approved By:  

______________________________________________

Contractor

Approved By:  

______________________________________________

City of Sacramento

(Rev. 9-17-12)
Attachment 2 to Exhibit A

Scope of Work Changes for FY 2020-2021
OUTREACH AND COMMUNITY ENGAGEMENT PROGRAM ASSISTANCE
FOR CITY OF SACRAMENTO WATER CONSERVATION OFFICE

Sagent is excited to continue working with the City of Sacramento Department of Utilities’ Water Conservation Office from **May 1, 2020 through December 31, 2020** (8 months). Following are considerations of projects/tasks for the city of Sacramento Department of Utilities Water Conservation Office as an amendment to Sagent’s 2018 – 2020 contract.

The total budget for these selected tasks will not exceed $126,000.

**Materials Development**
$11,000
Produce creative updates to campaign, educational or collateral materials and develop new materials as needed. Sagent will coordinate with FUEL Creative Group and/or Magma Creative studio as needed.

**Video Production**
$10,000
Includes the development of 1-3 videos (15 second) in coordination with Magma Creative Group.

**Social Media Engagement**
$20,000
Continued scheduling of social media posts, monitoring engagement and management of City’s Twitter and Facebook campaigns (organic, boosted and ads). Cost includes up to $4,000 for promoted posts.

**Project Management**
$24,000
Continued project and team coordination, meeting facilitation, deadline and budget management.

**Advertising/Media Plan and Placement**
Up to $61,000
We will continue to run the seasonal campaigns per City direction. Campaigns and budgets by year are listed below.

<table>
<thead>
<tr>
<th></th>
<th>General Market</th>
<th>Spanish</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2020</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sac Water Wise</td>
<td>$25,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Break Up with Your Lawn</td>
<td>$15,000</td>
<td>$3,000</td>
</tr>
<tr>
<td>1 Day A Week</td>
<td>$10,000</td>
<td>$3,000</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$50,000</strong></td>
<td><strong>$11,000</strong></td>
</tr>
</tbody>
</table>
Estimated Budget Breakdown
Below is a combined total of all projects listed in the SOW.

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials Development</td>
<td>$ 11,000.00</td>
</tr>
<tr>
<td>Video Production</td>
<td>$ 10,000.00</td>
</tr>
<tr>
<td>Social Media Engagement</td>
<td>$ 20,000.00</td>
</tr>
<tr>
<td>Project Management</td>
<td>$ 24,000.00</td>
</tr>
<tr>
<td>Advertising/Media Plan and Placement General Market</td>
<td>$ 50,000.00</td>
</tr>
<tr>
<td>Ethnic Media (Spanish)</td>
<td>$ 11,000.00</td>
</tr>
<tr>
<td><strong>Totals if Include all Menu Items</strong></td>
<td><strong>$ 126,000.00</strong></td>
</tr>
</tbody>
</table>

City’s Review Process
City’s Review Process will remain the same as previous contracts.