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June 26, 2023

Board of Directors  
Triunfo Water & Sanitation District  
Ventura County, California

**CONTRACT WITH SEARLE CREATIVE GROUP  
FOR PUBLIC RELATIONS SERVICES – TWSD CONTRACT NO. T23-007**

**Summary**

Within an organization such as Triunfo Water & Sanitation District (TWSD), public relations (PR) are typically provided by a Public Information Officer (PIO). In addition to the public outreach services provided by TWSD's PIO, the District utilizes outside professional public relation services to enhance and support in-house outreach efforts. At the April 26, 2021, Board Meeting, the Board approved a contract with Searle Creative Group (Searle) to provide professional PR support to the District. Over the past 2 years, Searle has been instrumental in providing assistance with website management, media relations, customer communication, public education, and social media management. With their contract ending June 30, 2023, staff recommends the Board approve a new 2-year contract in the amount of \$80,000 and a term to June 30, 2025, to continue the excellent PR services that have been provided.

District Legal Counsel has drafted the respective contract and has approved it as to form and content.

Please contact me at 805-658-4621 or email [marknorris@trunfowsd.com](mailto:marknorris@trunfowsd.com) if you have any questions or need additional information.

**Fiscal Impact**

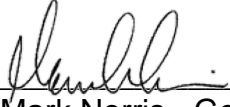
The funding in the amount of \$80,000 for the Searle Creative Group is included in the Adopted Budget for FY2023-2024.

**Recommendation**

It is recommended that the Board:

- A. Authorize the Chair to sign TWSD Contract No. T23-007 with Searle Creative Group to provide public relations services for an amount not to exceed \$80,000 and with a term through June 30, 2025; or

B. Provide staff with alternative direction.

REVIEWED AND APPROVED:  \_\_\_\_\_  
Mark Norris - General Manager

Attachments: TWSD Contract No. T23-007

**CONTRACT NO. T23-007**

**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN  
TRIUNFO WATER & SANITATION DISTRICT  
AND  
SEARLE CREATIVE GROUP LLC  
FOR PUBLIC RELATONS SERVICES**

THIS AGREEMENT is made and entered into this 26th day of June 2023, by and between the TRIUNFO WATER & SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter “DISTRICT,” and Searle Creative Group LLC, a California company, hereinafter “CONSULTANT.” Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

**RECITALS**

A. DISTRICT has the need to engage the specialized services of a consultant to provide public relations services.

B. DISTRICT has selected CONSULTANT, as most qualified, based on CONSULTANT’S previous response to the DISTRICT’S Request for Qualifications and experiences with the District in providing said services.

C. CONSULTANT represents it possesses the necessary skills and experience to perform the required services and is willing to contract with DISTRICT.

D. The parties enter into this Agreement to set forth their respective rights and obligations.

**AGREEMENT**

**ARTICLE 1: WORK STATEMENT**

A. CONSULTANT shall complete DISTRICT public relations services as requested during the term of this Agreement.

B. CONSULTANT representative shall be Kellie Meehan, Owner and CEO. In the event Ms. Meehan becomes unavailable, CONSULTANT shall immediately designate another representative satisfactory to DISTRICT. CONSULTANT shall use its best efforts in providing services to DISTRICT and shall cooperate with DISTRICT and provide DISTRICT with all available information and assistance in relation to the projects.

C. The Scope of Services to be provided by CONSULTANT is included in Attachment A. DISTRICT and CONSULTANT shall discuss projects and tasks prior to commencing work under this Agreement.

**ARTICLE 2: TERM OF CONTRACT**

The term of this Agreement shall be from July 1, 2023 to June 30, 2025. This Agreement may be

extended for up to two additional one-year terms at the District's sole option and upon acceptance of the current terms, conditions, and price.

### **ARTICLE 3: INDEPENDENT CONTRACTOR RELATIONSHIP**

A. It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of CONSULTANT to DISTRICT being that of an independent contractor. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to CONSULTANT.

B. CONSULTANT is solely responsible for selecting the means, methods, and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work so the results will be satisfactory to DISTRICT, but shall not be responsible for the means, methods, and procedures of other consultants. CONSULTANT will supply all tools and instrumentalities required to perform its services under this Agreement.

C. CONSULTANT, pursuant to this Agreement, is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

### **ARTICLE 4: COMPLIANCE WITH LAWS**

CONSULTANT shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority relating to CONSULTANT's work, the safety of the persons or property involved, and their protection from damage or injury. CONSULTANT shall defend, indemnify, and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including attorneys' fees and costs, brought or recovered against DISTRICT, for or on account of any grossly negligent violation of said laws, ordinances, rules, regulations, and orders in connection with work performed by CONSULTANT under this Agreement.

### **ARTICLE 5: CONFIDENTIAL RELATIONSHIP/TITLE TO DOCUMENTS**

CONSULTANT agrees that all dealings of the parties under this Agreement shall be confidential and no report, data, information, or communication developed, prepared, or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by DISTRICT, shall be revealed, disseminated, or made available by CONSULTANT to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings, and other documents developed, prepared, completed, or acquired by CONSULTANT during the performance of its services hereunder shall be turned over to DISTRICT upon termination of this Agreement.

### **ARTICLE 6: PAYMENT TO CONSULTANT**

A. In consideration of CONSULTANT's performance of services as described herein, DISTRICT shall pay CONSULTANT fees for its services at the rates specified in Attachment B plus any reasonable expenses. On or prior to the tenth (10<sup>th</sup>) day of each calendar month after actual work is started, CONSULTANT shall submit an invoice in sufficient detail to show the total amount of work done and materials furnished by CONSULTANT and incorporated into the work to the last day of the month preceding the one in which the invoice is submitted. Such invoice shall include the name and title of each person performing work, date and brief description of the work performed, number and type of hours worked, and labor rate. DISTRICT shall review and approve CONSULTANT's invoice for accuracy and

agree with CONSULTANT on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONSULTANT for all approved work and materials within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with CONSULTANT on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within thirty (30) days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. Total fees to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed \$80,000. Additional services requested outside the scope of this Agreement would require written amendment hereto.

C. No payment made under this Agreement, except the final payment, shall be conclusive evidence of CONSULTANT's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of CONSULTANT's services performed. DISTRICT shall provide CONSULTANT with written documentation of completion of work along with final payment.

#### **ARTICLE 7: MODIFICATION**

No change to CONSULTANT billing rate or the contract amount, or to any other provision of this Agreement, may be made except by a written amendment signed by CONSULTANT and DISTRICT. DISTRICT General Manager or his designee shall be authorized to approve changes to this Agreement in a manner consistent with the provisions of District Purchasing Policy. Each amendment for additional services shall not exceed \$10,000, and the aggregate total of the original contract and all amendments shall not exceed \$100,000 without Board approval.

#### **ARTICLE 8: SUSPENSION OR TERMINATION OF CONTRACT**

All work shall be done in a diligent and professional manner to DISTRICT's satisfaction. CONSULTANT specifically acknowledges and agrees that DISTRICT may suspend or terminate CONSULTANT's services at any time with or without cause, regardless of whether Consultant's services are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing.

In the event suspension of services exceeds twelve (12) months in duration, CONSULTANT may, by not less than thirty (30) days' written notice, terminate the services as they apply to the suspended portion of the project. In the event this Agreement is terminated by either DISTRICT or CONSULTANT, all reports, specifications and appurtenant data shall be delivered by CONSULTANT to DISTRICT and may be used by DISTRICT.

#### **ARTICLE 9: INDEMNIFICATION AND HOLD HARMLESS**

CONSULTANT agrees to defend, indemnify, and hold harmless DISTRICT and its officers, agents, and employees, from and against any and all liability, damages, costs, losses, claims, and expenses, however caused, resulting directly or indirectly from or connected with CONSULTANT's negligent performance of this Agreement (including, but not limited to, such liability, cost, damage, loss, claim, or expense arising from the death of or injury to, or damage to property of CONSULTANT, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims, or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

## **ARTICLE 10: INSURANCE**

CONSULTANT shall provide and keep in effect during the term of this Agreement insurance as follows:

- A. Workers' Compensation and Employer's Liability in accordance with applicable laws.
- B. Comprehensive Commercial Liability policies with combined single limit coverage of not less than \$1,000,000 for any personal injury, death, or property damage.
- C. Comprehensive Automobile Liability policies with combined single limit coverage of not less than \$1,000,000 for personal injury, death, or property damage.
- D. Errors and Omissions coverage with minimum limits of \$1,000,000 in full force and effect during the life of this contract.

CONSULTANT shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and CONSULTANT's insurance shall be primary for the coverage in Items B and C above; (3) in the event of CONSULTANT's error or omission, CONSULTANT's insurance shall respond for the coverage in Item D above; and (4) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement, except that ten (10) days' written notice shall be acceptable in the case of cancellation for nonpayment.

## **ARTICLE 11: SUBCONTRACTORS**

This Agreement is a personal service contract, and the consulting work hereunder shall not be delegated or assigned by CONSULTANT to any person or entity without the consent of DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

## **ARTICLE 12: AUTHORITY TO EXECUTE CONTRACT**

Both DISTRICT and CONSULTANT do covenant that each individual executing this Agreement is a person duly authorized and empowered to execute Agreements for such party.

## **ARTICLE 13: DISPUTE RESOLUTION**

In the event that CONSULTANT and DISTRICT have a dispute concerning the payment of sums pursuant to their Contract, the parties agree to be governed by Public Contracts Code Section 20104 et seq. In the event of such dispute, CONSULTANT shall file a written claim with DISTRICT. DISTRICT shall respond in writing within forty-five (45) days, or, within thirty (30) days request additional documentation and respond within fifteen (15) days after said request.

## **ARTICLE 14: NOTICES**

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage-paid mail addressed as follows:

To CONSULTANT: KELLIE MEEHAN, Owner & CEO  
Searle Creative Group LLC

1802 Eastman Avenue, Suite 111  
Ventura, CA 93003

To DISTRICT: FINANCE & ADMINISTRATION  
Triunfo Water & Sanitation District  
370 N. Westlake Blvd, Suite 100  
Westlake Village, CA 91362

With a copy to: ARNOLD LAROCHELLE MATHEWS VANCONAS & ZIRBEL LLP  
300 E. Esplanade Drive, Suite 2100  
Oxnard, CA 93036

or to such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be deemed to have been received three (3) days after mailing.

**ARTICLE 15: NO WAIVER**

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert, or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

**ARTICLE 16: PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

**ARTICLE 17: TERMS**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

**ARTICLE 18: INCORPORATION OF RECITALS**

The foregoing recitals are incorporated herein as though fully set forth.

**ARTICLE 19: CALIFORNIA LAW**

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. The parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

**ARTICLE 20: EXECUTION IN COUNTERPARTS**

This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement, as may be amended from time to time. Delivery of an executed

counterpart of a signature page to this Agreement by facsimile, PDF or other electronic means shall have the same impact and effect as original counterparts and shall be valid, enforceable and binding.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement the day and year first above written.

TRIUNFO WATER & SANITATION DISTRICT

SEARLE CREATIVE GROUP LLC

By \_\_\_\_\_  
JANE NYE  
Chair, Board of Directors

By \_\_\_\_\_  
KELLIE MEEHAN  
Owner & CEO

APPROVED AS TO FORM:  
ARNOLD, LaROCHELLE, MATHEWS,  
VANCONAS & ZIRBEL, LLP

By \_\_\_\_\_  
JOHN M. MATHEWS  
Legal Counsel for DISTRICT

ATTEST:

By \_\_\_\_\_  
FIDELA GARCIA  
Clerk of the Board



## EXHIBIT A

### **Scope of Work for Public Outreach Program**

#### **Overview**

Public outreach services for Triunfo Water & Sanitation District (TWSD) are primarily performed on a project basis. These projects include routine tasks such as regular website updates, water bill inserts, social media postings, and attendance at TWSD Board meetings, as well as a variety of “as-needed” projects. Such work includes customer education events, media relations, school outreach programs, photography, and the writing and design of a variety of materials including newsletters, display advertisements, brochures, forms, and correspondence. Details are provided below.

#### **Routine Tasks**

The bulk of routine outreach involves updates to the District website (trunfowsd.com):

- Posting of Board, committee, and Joint Powers Authority agendas and calendar listings;
- Indexing and posting of Board meeting videos;
- Updating the “urgent message” button on the home page;
- Updating public information documents (e.g., ordinances, reports) as necessary;
- Regular scanning of the site for outdated information, bad links, etc.

Another routine task involves design and writing of monthly water bill inserts (either “buck-slips” or full-page newsletters, depending on messaging needs).

TWSD maintains a Facebook page, and staff routinely posts at least once a week (or more frequently, depending on need).

#### **“As-Needed” Projects**

- Website – Creation of new content as directed by Board or management.
- Customer Education Events – these include public events such as the annual Westlake Village Street Festival and the Oak Park Unified School District “Super Saturday” event, as well as District-sponsored educational seminars and workshops. Prior to the pandemic, these were conducted in public meeting spaces in TWSD’s service area; most recently, they have been held online.

- Media Relations – Activity to date primarily includes issuance of news releases to highlight District activities or developments, as well as responding to media inquiries as needed, primarily with news outlets within the TWSD service area.
- School Outreach Programs – Working in collaboration with public outreach staff from Las Virgenes Municipal Water District, staff visits elementary, middle, and high school classrooms within the service area to instruct students on local and regional water supply issues, wastewater treatment, conservation, and the Pure Water Project.
- Photography – Staff serves as the District photographer, creating images for a variety of needs, from the website to PowerPoint presentations to collateral material.
- Writing and Design – Depending upon the circumstances, public outreach staff is responsible for the creation of a variety of written materials, including:
  - Customer communications
  - News releases
  - Display advertisements
  - Brochures
  - PowerPoint presentations
  - Forms
  - Correspondence
  - Special projects as directed by the General Manager or the Board

### **Time Requirements**

Time required for routine and “as-needed” projects varies based on circumstances, but the average split between the two in a given month is approximately 50-50.