BOARD MEETING DATE: 6/12/2014

SUBJECT: Agreement with The Lew Edwards Group (LEG)

PROPOSAL: The District has received a proposal and agreement with The Lew Edwards Group (LEG) for LEG to provide consulting services for communications related to a potential November 2014 Proposition 39 General Obligation Bond Measure. The term of this agreement is effective June 13, 2014 and will be completed no later than August 15, 2014.

RECOMMENDATION: It is recommended that the Board of Trustee approve the agreement with The Lew Edwards Group (LEG) for LEG to provide consulting services for communications related to a potential November 2014 Proposition 39 General Obligation Bond Measure.

SUPPORTING INFORMATION:

   Background & Summary: The District engaged a public opinion research firm, FM3, to evaluate the feasibility of a potential bond measure and a survey of 800 likely voters was completed May 14, 2014. LEG will assist the District in evaluating results of the survey and developing strategic communications related to facilities related needs, as identified in the Facilities Master Plan and Educational Master Plan.

   Fiscal Impact of Proposal: Consultant’s fee and travel expenditures shall not exceed $22,500.

Approved for Consideration By:

Ronald Kraft, Ph.D.
Superintendent/President
AGREEMENT FOR CONSULTING SERVICES

This Agreement is made between The Lew Edwards Group, a California Corporation ("Consultant"), and Napa Valley Community College District ("Client"). The parties agree as follows:

1. Services to be Performed.

Consultant shall, with consultation from Client, provide bond planning/consulting services related to a potential November 2014 Proposition 39 General Obligation Bond Measure. Consultant services shall include the following:

(a) Strategic communications and bond preparation advice and planning;

(b) communications services and developing key messages for communications materials produced by or for the District;

(c) reviewing the proposed bond funding projects and making recommendations as to the appeal or weaknesses of items, and making recommendations on how to effectively market them; and

(d) working with Client’s Core Working Group and other professionals and vendors such as bond counsel, facilities experts, or bond underwriters to facilitate a coordinated strategy.

The term of this Agreement is effective June 13, 2014 and will be completed no later than August 15, 2014. The parties expressly agree that legal advice is not within Consultant’s scope of services. If producing informational mailings for Client, Consultant will facilitate timely delivery of mail products to the United States Postal Service but cannot assume responsibility for delivery once mail is within the possession and control of the USPS.

2. Fees and Project Expenditures.

a) Professional Fees: Consultant’s professional fee and travel expenditure for these services shall not exceed Twenty-Two Thousand, Five Hundred Dollars ($22,500) due and payable as follows:

- For professional services, three payments of Seven Thousand, Five Hundred Dollars ($7,500) per payment due and payable by close of business on June 15, July 15, and August 15 2014.
3. Indemnification.

The parties shall hold one another, their respective agents and employees, harmless from any and all liability arising from or related to the performance of this Agreement, including third party legal actions caused by the acts or omissions of their respective agents or employees. The foregoing shall not apply to any action that one party may have against the other for harm caused to the other party arising from the willful misconduct or gross negligence of the other.

4. Notice.

All notices, requests, demands or other communications under this Agreement shall be in writing. Notices shall be sufficiently given for all purposes as follows: Personal Delivery; First-Class Mail; Certified Mail; Overnight Delivery.

5. Severability

If any term or provision of this Agreement shall be found illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

6. Entire Agreement.

This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. No other agreement, statement or promise not contained herein shall be valid or binding.

Executed this 13th day of June 2014 at Napa, California.

NAPA VALLEY COMMUNITY COLLEGE DISTRICT

By_______________________
Name:
Title:
Napa Valley College – Administration Building 1500
2277 Napa Vallejo Highway
Napa, CA  94558
Accepted this 13th day of June 2014 at Oakland, California.

By: ________________________________
LLOYD A. EDWARDS
Secretary-Treasurer
The Lew Edwards Group
P.O. Box 21215
Oakland, CA 94620