



**REQUEST FOR PROPOSALS
RFP CM-005**

**Mayor's Gang Prevention Task Force
Community Awareness Marketing and Rebrand Campaign**

Proposal Release Date

March 17, 2014

Proposal Submittal Due Date

April 8, 2014 by 5:00pm

To

**Rafael Rivero, Community Outreach Specialist
City of Santa Rosa – City Manager's Office
100 Santa Rosa Avenue, Room 10
Santa Rosa, CA 95404
707-543-3460 Voice
rrivero@srcity.org**

INTRODUCTION

The City of Santa Rosa is requesting proposals from marketing firms with extensive experience in rebranding and marketing, including logo and tag line development, web design, messaging and positioning, marketing materials, and a brand standards manual that will guide staff in seamlessly executing a sustainable marketing strategy consistent with the new brand.

The goal of introducing a new marketing plan is to leverage the efforts of the MGPTF toward strategic awareness within the community and to reach out to broad-based target audiences. A comprehensive and effective marketing plan is encouraged to ensure that the goals and objectives identified in the 2012 – 2016 MGPTF Strategic Plan are accomplished. To review the current strategic plan, please visit www.gangprevention.srcity.org.

BACKGROUND

In November 2004, Santa Rosa voters passed Measure O, a Transaction and Use tax measure to fund critical public safety improvements for Police, Fire and Gang Prevention/Intervention Services. The sales tax provides the City of Santa Rosa with roughly \$1.4 million per year to fund crucial youth development programs and other activities designed to address the community's gang prevention and intervention needs through the vehicle of the Mayor's Gang Prevention Task Force (MGPTF).

The Mayor's Gang Prevention Task Force is a collaborative effort involving private citizens, city, county, and state government, local community-based organizations, schools, parents, faith community and local law enforcement. The focus of this work is to intervene in the lives of youth to provide positive socialization opportunities as alternatives to criminal involvement and to deter them from other maladaptive behaviors. This initiative combines the latest research on successful approaches to healthy youth development with a strategy to increase prevention and intervention services to gang-involved and disconnected youth.

Under the administration of the MGPTF, the CHOICE grant program provides funding to public and non-profit agencies to implement gang awareness, prevention, intervention, and reentry programs for youth exhibiting at-risk behaviors and their families.

Additionally, the MGPTF hosts its Gang Prevention Awareness Week annually during the month of August. Through collaborations with MGPTF partners, free community events are organized to educate the public about gang prevention efforts, services and resources. Examples include Community Action Partnership's South Park Day and Night Festival, a Boxing Exhibition at the Santa Rosa Plaza in partnership with the Salvation Army Double Punches Boxing Club, and a Movie in the Park at Jacob's Park.

While the MGPTF does not provide direct services in the community, it serves as the backbone organization that facilitates and supports collaborative efforts towards youth development and violence prevention strategies.

THE CHALLENGE

Throughout its almost 10 years of existence, the MGPTF has evolved tremendously in response to changes in the community. The MGPTF continues to provide opportunities for ongoing dialog and discussions with constituents, service providers, members of local law enforcement and government officials, while also providing funding for gang prevention and intervention programs. While the MGPTF has maintained these efforts, it has grown beyond a traditional “task force” into a broader, intricate web of coordinated programs, partnerships and policies which have wide-range impact far beyond the original scope of the Measure O CHOICE grant program.

Although the MGPTF has used a wide variety of communication channels to reach out to its multiple broad-based target audiences, the public continues to experience confusion over the role of the MGPTF, what we do and who we are. Often times, the MGPTF is inaccurately perceived as being an extension of law enforcement. In addition, despite the program’s evolution, the marketing material and messages have not progressed, thus exacerbating the perception issues. The MGPTF seeks a new name and image for the overall effort that shifts from focusing on the problem, to focusing on the solution.

SCOPE OF WORK

We seek a partner with a proven track record in creative excellence, and in brand development and execution to help us:

- Create a new brand identity that will include: naming, logo design, brand identity, standards/guidelines/systems, icons, color scheme, message(s), tagline, all of which are inclusive of a solution-oriented, strength-based approach
- Re-design/re-structure the existing website
- Design a comprehensive array of marketing materials
- Develop a marketing and outreach strategy that includes social media, strategic messaging to target audiences and promotion of the new brand

PROPOSAL SUBMISSION REQUIREMENTS

Submission of Proposals

- One (1) signed original proposal, and five (5) hard copies
- One (1) PDF file on Compact Disc of all proposal documents

Submit original, hard copies and PDF file on CD in a sealed package (envelope or box) to:

City of Santa Rosa
City Manager’s Office, Attention Rafael Rivero
100 Santa Rosa Avenue, Room 10
Santa Rosa, CA 95404

Printed proposals must include tabs for each of the aforementioned Proposal Requirements. The Firm’s name and address should be clearly marked on the outside of the package. Email, facsimile, or telephone proposals will not be accepted or considered. Proposal information that is not submitted as part of the

sealed package will not be considered. A further description of the submission requirements is highlighted below under General Instructions Section XVI – Proposal format and contents.

DELIVERY OF PROPOSALS

Proposals must be received no later than 5:00 PM Pacific Time, April 7, 2014. The Consultant submitting the Proposal is responsible for the means of delivering the Proposals to the location listed in the paragraph above and in accordance to the established deadline. Delays for any reason will be the responsibility of the firm submitting the Proposal. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The City time and date stamp clock is the official clock for determining whether submittals are submitted timely. **Late Proposal documents will not be accepted under any circumstances.**

GENERAL INSTRUCTIONS FOR PROPOSAL SUBMITTAL

I. Due Date – The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFP will be notified of the new date.

II. Responsiveness of Firm – The submission of the Proposal shall be an indication that the Firm has investigated and satisfied the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the City, including all terms and conditions contained within this RFP.

III. Completion of Responses – Information presented in the Proposals will be used to evaluate the Marketing and Rebranding Services that best fit the needs of the City of Santa Rosa. The lowest proposed cost is not the sole criterion of recommending the contract award. Responses shall be completed in accordance with the requirements of this RFP. Statements made by the Firm shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

IV. Clarifications and Issuance of Addenda – Any explanation, clarification, or interpretation desired by the Firm regarding any part of this RFP must be requested in the form of writing, emailed to Rafael Rivero rivero@srcity.org at least five (5) days prior to the published submission deadline. If the City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections or changes to the RFP made in any other manner other than writing are not binding upon the City, and Firms shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding. Any interpretations, corrections or changes to this RFP will be made by addendum. Sole issuing authority of addenda shall be vested in the City. The Firm shall acknowledge receipt of all addenda within the responses.

V. Registration of Bidders – All potentially interested Firms to this RFP must register with Rafael Rivero by sending an email to rivero@srcity.org and stating interest in this RFP by **April 1, 2014**. Changes and clarifications to this RFP will only be sent out to those Firms that have registered and identified themselves as an interested responder.

VI. Withdrawal of Proposals – An authorized representative of the Firm may withdraw a Proposal at any time, upon presentation of acceptable identification as an authorized representative of such Firm.

VII. Award of Contract – It is understood that the City reserves the right to accept or reject any and all Proposals and to re-solicit for Proposals, as it shall deem to be in the best interests of the City. Receipt and

consideration of any Proposals shall under no circumstances obligate the City to accept any Proposals. The award of this contract shall be made to the responsible Firm whose Proposal is determined to be the best evaluated offer, taking into consideration demonstrated competence, qualifications and response to the Scope of Work to perform the service solicited in the RFP. Any reference to the word “bid” contained in this RFP shall mean “Proposal.”

VIII. Tentative Schedule of Events

- RFP Release Date March 17, 2014
- RFP Scope of Work Conference Call March 26, 2014
- Deadline for Questions March 31, 2014 - 5:00 PM (Pacific Time)
- Proposals Due Date April 8, 2014 - 5:00 PM (Pacific Time)
- Firm’s Selection May 6, 2014
- Contract Approval May 13 – 27, 2014

IX. Period of Acceptance – Firm acknowledges that by submitting the Proposal, Firm makes an offer that, if accepted in whole or part by the City, constitutes a valid and binding contract as to any and all items accepted in writing of acceptance of Proposals is one hundred and eighty (180) calendar days from the date of opening, unless the City determines a different period.

X. Cost Incurred in Responding – All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposals which may be required by the City shall be the sole responsibility of Firm and shall be borne by the participating Firm.

XI. Negotiations – The City reserves the right to negotiate all elements that comprise the successful Firm’s response to ensure that the best possible consideration be afforded to all concerned.

XII. Contract Incorporation – The contract documents shall include the Professional Services Agreement, the RFP, the Response to the RFP and such other terms and conditions as the parties may agree. In the event of a conflict between the documents, the order of precedence is (1) the Professional Services Agreement (2) the RFP (3) the Response to the RFP.

XIII. Non-endorsement – If a Proposal is accepted, the successful Firm shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City’s endorsement of the successful Firm’s services.

XIV. Proposal Evaluation Process – An Evaluation and Selection Committee will be established to evaluate the Proposals and select a qualified Firm. This Committee will determine the responsiveness and acceptability of each Proposal. The Selection Committee may request additional information from the Firm. Following their review of Proposals, the Selection Committee will interview the best-qualified Firms who may be asked to provide a demonstration of their proposed qualifications and scope of work for final evaluation. The City anticipates selecting a single Firm that will be recommended for contract award.

XV. Proposal Evaluation Factors – All proposals received by the specified deadline will be reviewed by a City evaluation committee for content, budget, related experience, and professional qualifications of consultants. City employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a

relationship with a City employee who may be involved in the selection process shall advise the City of the name of the City employee in the proposal. The City may, during the evaluation process, request from any Firm additional information which the City deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the Firm shall be permitted three (3) working days to submit the information requested.

a. Errors – An error in the proposal may cause the rejection of that proposal; however, the City may, in its sole discretion, retain the proposal and ask for certain corrections. In determining if a correction will be made, the City will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the Firm's intent is clearly established based on review of the complete proposal submittal, the City may, at its sole option, correct an error based on that established content. The City may also correct obvious clerical errors. The City may also request clarification from a Firm on any item in a proposal that the City believes to be in error.

b. The City of Santa Rosa, in its sole discretion, reserves the right to change or cancel this RFP; to reject any and all proposals received in response to this RFP; to decide whether a proposal does or does not substantially comply with the submittal requirements and procedures described in the RFP; to obtain clarification or additional information necessary to properly evaluate a proposal; to waive informalities and minor irregularities in any proposals received; to obtain references regarding any Firm's past performance from any source; and to negotiate a contract with the successful Firm. Failure to furnish all information requested or to follow the format requested herein may disqualify the Firm, in the sole discretion of the City. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection. Neither issuance of this RFP nor evaluation of any proposal(s) obligates the City to award a contract from this RFP.

c. The City reserves the right to select the proposal which in its sole judgment best meets the needs of the City. ***The lowest proposed cost is not the sole criterion for recommending contract award.***

d. All firms responding to this RFP will be notified of their selection or non-selection in writing after the evaluation committee has completed the selection process.

XVI. Disqualification of Firms – Firms may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Firms
- The Firm is involved in any litigation against the City
- The Firm is in arrears on an existing contract or has defaulted on a previous contract with the City
- Failure to perform under previous or present contracts with the City

XVII. Insurance – The selected Firm will be required to obtain insurance as described in Attachment One – Insurance Requirements. Securing this insurance is a condition of award for this contract.

XVIII. Rules and Regulations

a) Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the selections are made, all proposals shall be deemed public record. In the event that a Firm desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the Firm to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed. Each page shall be clearly marked and readily separable from the proposal in

order to facilitate public inspection of the non-confidential portion of the proposal. The City will consider a Firm's request for exemptions from disclosure; however, the City will make its decision based upon applicable laws.

b) The City will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. The Firms are cautioned that materials designated as confidential may nevertheless be subject to disclosure. The Firms are advised that **the City does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary**. All confidential or proprietary information must be labeled. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause, with Exhibit B:

i. [Legal name of the Firm] shall indemnify, defend and hold harmless the City of Santa Rosa, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

XIX. Form of Agreement

a) No agreement with the City is in effect until a contract has been signed by both parties.

b) A sample of the agreement is included as Exhibit B hereto. Firm shall be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the general terms will not be negotiated. *Indemnification will not be negotiated.*

c) The proposal shall include a statement on Exhibit B that the Firm has reviewed the sample agreement and will either (i) agree to the terms contained therein if selected, or (ii) indicate those specific provisions of the sample agreement to which the Firm takes exception and why. Firm must also provide alternative language for any portion of the contract to which exception is taken. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.

d) Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.

e) Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the consultant's proposal.

XX. Duration of Proposal; Cancellation of Awards; Time of the Essence

a) All proposals will remain in effect and shall be legally binding for at least one hundred eighty (180) days.

b) The selected firm will be required to execute an agreement with the City for the services requested within sixty (60) days of the City's notice of intent to award. If agreement on the terms and conditions that are acceptable to the City cannot be achieved within that timeframe, or after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole

discretion of the City, the City reserves the right to cancel any intent to award and proceed with the awards to other consultants.

XXI. Proposal Format and Contents: This section outlines the general conditions under which the Proposal shall be made as well as instructions on how to prepare and submit the official proposal to the City. For ease of review and to facilitate evaluation, the proposals for this project should be organized according to the **Table of Contents, indexed (including tabs), numbered pages, and bound.** Proposals shall be on 8-1/2" X 11" paper (one side only and including cover letter), with 1.5 line spacing, and using a font size no smaller than 11 point, with an easily readable font. The total numbers of pages in the proposal shall not exceed **fifteen (15) pages** (suggested page limits are listed below).

Include all listed items in the sequence indicated and presented in the order defined below. All required sections will be tabbed and indexed in this order (tabs only needed for numbered categories).

- **Cover Page:** Name of the Firm and Project Title
- **Table of Contents:**
 1. Overview (1 page)
 2. Contact Information and Experience (2 pages)
 - a. Proposal Contact
 - b. Contract Contact Information
 - c. Central Point of Contact for Project
 - d. Organizational Information
 3. Scope of Work (5-10 pages)
 4. Budget and Budget Narrative (2 pages)
 5. Authorized Representative Certification Form (1 page)
 6. Additional Information, as necessary
- **Overview** - Minimum qualifications include previous experience in developing marketing and rebranding services for communities and municipalities, the ability to gather and evaluate qualitative data and communicate effectively, the ability to build consensus among varied constituents, and strong technical skills.
 - Provide a description of the firm and its capabilities in fulfilling the required scope of work, including the following information:
 - The number of years the firm has been providing marketing and rebranding services.
 - What are your technical capabilities to implement this project?
 - Describe any experience working with public, local government, and/or under public/private partnerships.
 - References: Supply at least three (3) references that have used your professional services for a similar project and include a contact name, address, and a contact phone number.
- **Contact Information and Experience**
 - **Proposal Contact** – Name, email, title and contact information for person responsible for questions related to this Proposal.

- **Contract Contact Information** – Name, email, title and contact information of person able to enter into agreements for the Firm. Include the name and telephone number of the person(s) authorized to execute the proposed contract. If two or more Firms are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the Agreement with the City must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.
- **Authorized Negotiator** – Name, email, title and contact information for person that is authorized to negotiate contract terms and render binding decisions on contractual matters.
- **Central Point of Contact for Project** – Firm must provide a central point of contact for the project. This person would be the go to when staff have questions or issues during the Master Planning process.
- **Organizational Information** – Provide specific information concerning the Firm in this section. State organization's full name and address, and identify parent company if the organization is a subsidiary. Specify the branch office or other subordinate element that will perform, or assist in performing the project. Indicate whether the organization operates as a partnership, corporation or sole proprietorship (public or private). Include the state in which the Firm is incorporated or licensed to operate. Provide the Firm's registered State tax identification number, along with the City of Santa Rosa's business tax certificate number. *Note: All Firms seeking partnership with the City of Santa Rosa are required to have a current business tax certificate on file.*
- **Scope of Work**
 - Introduce your proposed project team. Identify and define each team member and their individual roles. *Respondents are strongly encouraged to include a local team member(s) who is knowledgeable about Santa Rosa's youth and diverse communities.*
 - **Identification of Subcontractors** – Identify all subcontractors intended to be used for the proposed scope of work. For each subcontractor listed, indicate (1) what products and/or services are to be supplied by that subcontractor and, (2) what percentage of the overall scope of work that subcontractor will perform.
 - Describe in detail your approach and process for brand development and marketing strategies.
 - Describe your firm's experience with brand development, website design and social media.
 - Provide a brief narrative describing your vision for this project.
 - Submit a detailed schedule with your proposal for the project which includes critical milestones, assuming a start date of May 27, 2014.

The City may, at any time, investigate a Firm's ability to perform the work. The City may ask for additional information about a company and its work on previous contracts. Please be aware that the City may use sources of information not supplied by the Firm concerning the abilities to perform this work. Such sources may include, for instance, current or past customers of the organization; current or past suppliers; articles from data processing, communications and related publications; articles from other published sources such as industry newsletters or from non-published sources made available to the City.

- **Budget and Budget Narrative** – Provide a detailed fee proposal which outlines the specific activities that will be performed during the rebranding process and marketing strategies.

The total budget for the marketing and rebranding of the Mayor's Gang Prevention Task Force is expected to not exceed \$25,000. The fee proposal shall clearly state **all** of the costs associated with the proposed project, broken down by categories of personnel, products and services, along with the associated budget narrative describing the purpose of each line item. Provide sufficient information for City staff to determine the total contract price for all components that make up the total budget. The project costs should include all expenses that will be charged to the City. Failure to not clearly identify all costs associated with the proposal may be cause for rejection of the Firm's proposal.

- **Additional Information** - Include any other information you believe to be pertinent, but that is not required. This could be an example of previous work.

Attachments and Exhibits:

- Attachment One - Insurance Requirements
- Exhibit A – Authorized Representative Certification Form
- Exhibit B – Sample Agreement

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR AGREEMENTS FOR
PROFESSIONAL SERVICES**

- A. Insurance Policies:** Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Limits	Coverage	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate		Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million		ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate		Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million		As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

- C. Verification of Coverage and Certificates of Insurance:** Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the contract. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnities.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the City. At the City's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT A
AUTHORIZED REPRESENTATIVE CERTIFICATION FORM
MGPTF MARKETING AND REBRANDING SERVICES

Firm's Name: _____

By signing this form the Authorized Representative is signifying your understanding and ability to provide the product(s) and/or services(s) stated based upon the information supplied in the RFP.

I certify that with regard to this Request for Proposals (RFP) for Marketing and Rebranding Services – Community Awareness Campaign Project for the Mayor's Gang Prevention Task Force, issued by the City of Santa Rosa that:

- ☐ I have read and understand the RFP.
- ☐ I will contact appropriate City staff regarding any need for clarifications.
- ☐ I am entitled to represent the above named company.
- ☐ I am empowered by the above named company to submit the following Proposal.
- ☐ All information presented in the RFP and submitted by the above named company is true and accurate.

The above named company can and will provide the services and do the work as described herein if selected to do so.

Authorized Representative's Name (please print): _____

Authorized Representative's Signature: _____

Date: _____

**EXHIBIT B
SAMPLE AGREEMENT**

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH _____
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2014, by and between the City of Santa Rosa, a municipal corporation ("City"), and _____ a _____, ("Consultant").

RECITALS

- A. City desires to _____.
- B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.
- C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.
- D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services"). Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Exhibit A and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

Professional Services Agreement
Form approved by the City Attorney 11-1-11

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of _____. The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number _____.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

5. INSURANCE

Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or

obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at Attachment One.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. TERMINATION

a. This Agreement may be terminated by either party by giving ten (10) days written notice to the other party of its intent to terminate the Agreement.

b. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

8. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Consultant Representative:

9. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an

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Form approved by the City Attorney 11-1-11

independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subconsultants.

d. The provisions of this Section 9 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

10. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

11. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than _____.

13. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

e. Conflict of Interest. The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 et seq., comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity. In the event that the City determines, in its discretion, that Consultant is a "consultant" under the Political Reform Act, Consultant shall cause the following to occur within 30 days after execution of this Agreement: (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants," and (2) Cause these individuals to file with the City's Representative the "assuming office" statements of economic interests required by the City's Conflict of Interest Code. Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code. The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements is filed.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Ownership and Use of Property Rights. Unless otherwise expressly provided herein, all original works created by Consultant for City hereunder shall be and remain the property of City. Consultant agrees that any patentable or copyrightable property rights, to the extent created for City as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose.

h. Incorporation of attachments and exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

14. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing _____, formed and in good standing under the laws of the State of _____, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: _____

TYPE OF BUSINESS ENTITY (*check one*):

- ☐ Individual/Sole Proprietor
☐ Partnership
☐ Corporation
☐ Limited Liability Company
☐ Other (please specify: _____)

CITY OF SANTA ROSA

a Municipal Corporation

By: _____

Print Name: _____

Title: _____

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

Taxpayer I.D. No. _____

City of Santa Rosa Business Tax Cert. No.

Attachments:

Attachment One - Insurance Requirements

Exhibit A - Scope of Services

Exhibit B - Compensation

Office of the City Attorney

ATTEST:

City Clerk