

CITY OF EL CENTRO

NOTICE OF REQUEST FOR PROPOSAL

PUBLIC RELATIONS CONSULTANT

PROPOSAL DUE DATE: Sealed proposals with Consultant's name and address should be clearly indicated **on the outside** of the envelope. Proposals will be received at the City Manager's Office, City of El Centro, located at 1275 Main Street, El Centro, CA 92243, until 5:00 PM Pacific Time, on Friday, August 28, 2009. All proposals must be completed in ink or typewritten.

DESCRIPTION OF WORK: The WORK includes but is not limited to outside Public Relations Consultant Services to assist the City in public and media relations.

OBTAINING CONTRACT DOCUMENTS: The Contract Documents are entitled "Public Relations Consultant." The Contract Documents may be obtained at the Office of the City Manager of the City of El Centro.

PROJECT ADMINISTRATION: All communications relative to this WORK shall be directed, in writing, to the Contract Officer prior to opening of Bid.

Ruben Duran, City Manager
City of El Centro
1275 Main Street
El Centro, CA 92243
Telephone: (760) 337-4540

CITY'S RESPONSES: The City's responses to questions that may be asked will be provided by Addendum if time permits. No oral comments shall be of any force or effect with respect to this solicitation.

OWNER'S RIGHTS RESERVED: The City reserves the right to reject any or all proposals, to waive any informality in a proposals, and to make awards to the consultant who may best serve the interest of the City. The City of El Centro takes no responsibility for informing recipients of changes to the original solicitation document.

Date:

July 17, 2009

OWNER: City of El Centro

Ruben A. Duran

Ruben A. Duran, City Manager

- END OF NOTICE OF REQUEST FOR PROPOSALS -

INTRODUCTION

The City of El Centro is seeking to establish a contract for public relations consulting services. The successful Consultant will be assisting with public and media relations for the City of El Centro.

The City of El Centro operates under the Council form of government established by the Government Code. The governing body consists of 5 council members.

Pursuant to the City Code, the Manager is charged with the responsibility of the general supervision and direction of the administrative operations of the City. The City's budget for fiscal year 2010 is \$121,675,692 and reflects a workforce of 265 employees. The City of El Centro provides all traditional municipal services including police, fire, emergency communications, street maintenance and parks and recreation activities. In addition, the City operates a metropolitan water utility and a City library system.

El Centro is the center of one of Southern California's most promising new commercial and industrial regions. There are two international border crossings nearby for commercial and noncommercial vehicles.

Covering 11.019 square miles, it is the largest City in Imperial County. We are located 616 miles southwest of San Francisco, 117 miles east of San Diego and 245 miles west of Phoenix AZ. and just 15 minutes from the international industrial complexes in Mexicali, Baja California. El Centro is accessible via Interstate 8, State Highway 86 and State Highway 111.

QUALIFICATIONS

Designate principals or partners who will actually perform the work must possess the following qualifications:

Knowledge of:

- Federal, State and City laws, rules, regulations, statutes, practices and procedures related to public relations, elections and municipal government
- City government and City Council and Administrator systems principles, practices, policies and ordinances
- Public relations, public promotions, media coverage and customer service management practices, methods and techniques
- Media relations and communications methods, practices and procedures
- Business English and journalism principles, practices, methods and techniques
- Adult education and coaching methods and techniques

Skill In

- Effective oral and written communications
- Developing and implementing impromptu persuasive, promotional and informational speeches, articles and advertisements
- Editing and proofreading and/or preparing speeches and articles prepared by elected and appointed City officials
- Networking and facilitating meetings with all levels of management, foreign officials and visitors, diverse citizen's and business groups
- Discerning nuances in a political environment
- Establishing and maintaining effective working relationships
- Performing research and analysis

Minimum Qualifications

- Bachelor's Degree in Political Science, Media Relations, Journalism, Public Relations, Public Administration or related field and three (3) years of journalism, media relations or public relations experience within governmental and/or political environment or any equivalent combination of experience, education and training which provides the desired knowledge, skills and abilities.
- Must possess a valid California Driver's License.

Desired

- Certificate or proof of special training with the State's Office Emergency Services for disaster public affairs or equivalent

SCOPE OF WORK

The Consultant will be expected to provide services identified below. The categories listed represent the minimum services expected. In their response to this Request for Proposal, Consultants shall identify other related services that they will provide.

Consultant will work with the City Manager's Office, City Council and other departments of the City on the following:

1. Assist as needed with revisions to City's web page, including submission of photos and written material;
2. Facilitation of City's Public Relations Committee (PIC) and attend monthly meetings;
3. Produce and provide twelve (12) streaming videos per month approved by the City Manager or designee that are placed on the city's website and a DVD copy shall also be provided to City Manager.
4. Develop and present special reports to City Council as needed/requested.
5. Development and/or assist in promoting/coordinating and communicating information for City sponsored community events, ground breakings, dedications, activities, programs and issues including preparing written articles, speeches, public service announcements, position papers, photography services and other communication information to the public, City staff and organizations;
6. Development and/or assistance in negotiating with other vendors for advertising or public relations services as requested by City staff for advertising and special promotional campaigns and public service announcements to the media including coordination of TV spots, transportation plans, etc;
7. Meet with the City Manager, or designee, on a regular basis;
8. Develop and provide research, photography, graphic design and writing services for community newsletters (4), employee newsletters (26), brochures and other City produced publications in English and Spanish;
9. Design and evaluation of citizen surveys and employee surveys; provide written spreadsheet, statistical graphs and presentation of all findings in English and Spanish;
10. Liaison activities between City and community organizations as needed;
11. Attend City Council meetings as required and be familiar with and be available for consultation on issues relating to the City of El Centro.
12. Coordinate with agencies of the City of El Centro.

Consultant shall provide such additional public relations related services to the City Council or the City Manager as may be requested by either or both of them.

It is expected that proposals submitted contain a detailed description of the proposed public relations strategy. The strategy to be used should include the identification of key points in the process and the submittal of progress reports to the City of El Centro. The City, at its sole option, will reserve the right to direct the consultant to perform only specific and select portions of the public relations tasks. This option will be exercised on an as needed basis. The resulting contract will not be an exclusive contract and the City will reserve the right to use other firms for public relations services, as it may deem necessary.

Video, footage, photographs or other materials used to produce streaming videos, commercials or other related city media shall be the property of the City of El Centro or shall be licensed to the City of El Centro for use determined by the City of El Centro.

INSTRUCTIONS TO CONSULTANTS

1. **PROPOSAL FORMAT:** Original and 3 copies (4 total) of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "Original" and be single-sided. **The sections of the submittal should be tabbed, clearly identifiable and shall include a minimum of the following sections: Introduction, Strategy, Price Page, Offer, Original RFP and References.** The City will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Consultant's proposal.
2. **PREPARATION OF PROPOSAL:**
 - A. Facsimiles, telegraphic proposals or mailgrams shall not be considered.
 - B. The offer and acceptance page shall be submitted with an original ink signature by the person authorized to sign the proposal.
 - C. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the vendor offer.
 - D. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - E. Periods of time, stated as a number of days, shall be in calendar days.
 - F. It is the responsibility of all Consultants to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date.
3. **WHERE TO SUBMIT PROPOSALS:** Consultant must complete and submit their proposal to the City of El Centro City Manager's Office at the location indicated, or prior to the exact date and time indicated on the Notice of Request for Proposal page. The Consultant's proposal shall be presented in a sealed envelope. The words "PUBLIC RELATIONS CONSULTANT" with PROPOSAL DUE DATE AND TIME shall be written on the envelope.
4. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
5. **INQUIRIES:** Any question related to a Request for Proposal shall be directed to the City Manager. Questions should be in writing when time permits. The Contract Officer may require any and all questions to be submitted in writing at the Contract Officer's sole discretion. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Request for Proposal amendment will be binding.
6. **DISCUSSIONS:** The City reserves the rights to conduct discussions with Consultants for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal, clarification of any offer to assure full understanding of, and responsiveness to solicitation requirements.

- 7. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible Consultant(s) for the purpose of altering or otherwise changing the conditions, terms and price, unless prohibited, of the proposed contract. Consultants shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Consultants.
- 8. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
(1) waive any immaterial defect or informality; or (2) reject any or all proposals, or portions thereof; or (3) reissue the Request for Proposal.
- A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.
- 9. FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each Consultant shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself as to the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Consultant. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.
- 10. LATE PROPOSALS:** Late proposals shall not be considered.
- 11. WITHDRAWAL OF PROPOSAL:** At any time prior to a specified solicitation due time and date an Consultant (or designated representative) may withdraw the proposal. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.
- 12. SUBMITTAL:** The offer, agreement and the pricing schedule, and any solicitation amendments must be signed and returned with the Consultant's proposal.
- 13. SUBCONSULTANTS:** Consultant must list any subconsultant to be utilized in performance of services herein. For each subconsultant, detail on respective qualifications must be included.
- 14. UPON NOTICE OF INTENT TO AWARD:** The apparent successful Consultant shall sign and file with the City, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the contract.
- 15. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of services and any terms and conditions. Consultants who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. However, the provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

PROPOSAL CONTENTS

1. Your proposal should include the following. You may add any additional information you deem necessary or helpful.
 - A. Designation of the principals or partners who will actually perform the work, including those who have experience in this area.
 - B. Designation of other staff members who may assist the principal or partner.
 - C. Background information on all key personnel involved in the issue, including the resume of the key personnel assigned to this engagement.
 - D. Experience in the techniques and role of public relations in public sectors.
 - E. List of names, addresses and phone numbers of all recent municipalities or other public sector entities you have provided representation for public relations.
 - F. Fees. You should provide a statement of hourly rates to be charged. The City is very interested in containing all professional costs and would welcome any alternative proposals that you might have on fees, including but not limited to fixed fees, hourly rates subject to a cap or other innovative fee structures. Alternative fee schedules may be submitted.
 - G. Expenses. Provide a statement of the estimated cost of any out-of-pocket expenses

2. **PROPOSAL EVALUATION CRITERIA - (listed in relative order of importance):**

- A. Firm & Individual Qualifications. Experience and Expertise
- B. Method of Approach to Scope of Work
- C. Proposed Fee Schedule

3. **REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:** The narrative portion and the materials presented in response to this Request for Proposal shall be submitted in the same order as requested and must contain, at a minimum, the following:

A. Company & Individual Qualifications, Experience and Expertise: Evaluation will examine the Consultant's qualifications, experience and expertise in public relations.

1. Consultant shall provide a brief history of the organization and firm's experience with public relations completed during the past two years for public sector organizations. In addition, Consultant should identify the number and type of public relations consulting presently being conducted and indicate their experience with providing a diverse pool of knowledge.
2. Consultant shall provide a list of specific qualifications the Consultant has in supplying in public relations services listed in this proposal, including any professional designations and affiliations, certifications or licenses, etc.
3. Consultant shall provide a reference list of current and former clients for whom you have provided specifically related to similar searches and dates services were provided.

B. Method of Approach to Scope of Work

1. Consultant shall prepare a detailed Method of Approach to the Scope of Work. This section should confirm the Consultant's understanding of the requirements of the Request for Proposal and the Scope of Work.
2. Consultant shall provide a detailed description of public relations strategy and process that would be used. Consultant shall identify points in the process that progress reports will be submitted to the City.
3. Consultant should clearly distinguish tasks that Consultant will undertake as distinguished from those which are the responsibility of the City. Absence of this distinction shall mean Consultant is fully assuming responsibility for all tasks.
4. Consultant must explain how their administrative process will ensure that appropriate levels of attention are given and that work is properly performed.
5. Consultant shall submit a schedule of positions and hourly rates for any additional consulting services that may be requested under Scope of Work. Consultants shall also clearly define any reimbursable expenses that would be paid directly by the City.

C. Proposed Fee

Consultants shall provide an all-inclusive fee for public relations, in total, as defined in the Scope of Work. Consultant shall also include a fee breakdown of individual key tasks (as defined in the Scope of Work, as well as any additional tasks specified in the Consultant's proposal).

4. GENERAL

- A. Shortlist: The City reserves the right to shortlist the Consultants on all of the stated criteria. However, the City may determine that shortlisting is not necessary.
- B. Interviews: The City reserves the right to conduct interviews with all or some of the Consultants at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.
- C. Additional Investigations: The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any companies submitting a proposal.
- D. Multiple Awards: To provide adequate and specialized public relations services, multiple awards may be made. The City may award the contract as a whole or any other means which will provide the City with sufficient contract coverage for all possible public relations.
- E. **Consultant-City Relationship:** The relationship of the Consultant with the City is that of an independent contractor.
- F. Responsibilities of the City: The City will provide information and access to and input from appropriate City staff and will cooperate fully on a timely and complete basis relating to the provision of any services to the City by the Contactor.
- G. Meetings: Consultant will be available for meetings with the City Manager, City Council, City Attorney, and other City Departments, and will apprise the City of all activity.

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF EL CENTRO AND _____**

THIS AGREEMENT, is made and entered into this _____ day of _____, 2009,
by and between the **City of El Centro, a municipal corporation**, hereinafter called "**City**",
and _____ hereinafter called "**Consultant**".

WITNESSETH

WHEREAS, the City needs to obtain certain professional, technical and/or specialized services of an independent Consultant to assist the City with professional public relations services; and

WHEREAS, Consultant has the requisite skill, training, qualifications, and experience to render such services called for under this Agreement to City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES. Consultant shall develop and implement an annual public relations plan for the City and perform the following additional services:

1. Assist as needed with revisions to City's web page, including submission of photos and written material;
2. Facilitation of City's Public Relations Committee (PIC) and attend monthly meetings;
3. Produce and provide twelve (12) streaming videos per month approved by the City Manager or designee that are placed on the city's website and a DVD copy shall also be provided to City Manager.
4. Develop and present special reports to City Council as needed/requested.
5. Development and/or assist in promoting/coordinating and communicating information for City sponsored community events, ground breakings, dedications, activities, programs and issues including preparing written articles, speeches, public service announcements, position papers, photography services and other communication information to the public, City staff and organizations;
6. Development and/or assistance in negotiating with other vendors for advertising or public relations services as requested by City staff for advertising and special promotional campaigns and public service announcements to the media including coordination of TV spots, transportation plans, etc;
7. Meet with the City Manager, or designee, on a regular basis;
8. Develop and provide research, photography, graphic design and writing services for community newsletters (4), employee newsletters (26), brochures and other City produced publications in English and Spanish;

9. Design and evaluation of citizen surveys and employee surveys; provide written spreadsheet, statistical graphs and presentation of all findings in English and Spanish;
10. Liaison activities between City and community organizations as needed;
11. Attend City Council meetings as required and be familiar with and be available for consultation on issues relating to the City of El Centro.
12. Coordinate with agencies of the City of El Centro.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be from November 1, 2009 to October 31, 2010. Parties may agree to extend this Agreement for two (2), one-year periods.

SECTION 3. SCHEDULE OF PERFORMANCE. The services of Consultant are to be completed according to a mutually agreed upon schedule as set from time to time during the term of this Agreement. Consultant will diligently provide the services set forth within Section 1 above.

SECTION 4. COMPENSATION. Consultant, at their sole cost and expense, may secure such other persons as, in the opinion of Consultant, are needed to comply with the terms of the Agreement, and if such persons are retained by Consultant, such persons shall be fully qualified to perform such services. The compensation to be paid to Consultant includes payment for the securing of such other persons.

SECTION 5. METHOD OF PAYMENT. City agrees to pay Consultant the sum of _____ (\$____,____) dollars per month for the performance of the services identified in Section 1 of this Agreement.

Payment to Consultant shall be made as follows:

- a. City shall make payments to according with the invoice submitted by Consultant on a monthly basis. If City disagrees with any aspect of the invoice, or the supporting documentation is disputed, City will notify Consultant in writing within ten (10) days of receipt of invoice. If invoice is not contested, invoice shall be paid within 30 days of the date of the invoice.

- b. Upon completion of services, any uninvoiced portion of the contract amount shall be invoiced. Invoices submitted by Consultant in accordance with this schedule shall be paid within thirty (30) days of the date of the invoice.
- c. Additional Services; Prior to commencement of additional services, the new scope of work will be defined and approved by the City. The scope of work will include any product/service deliverables, delivery dates, expenses and fees. Payments for any services requested by the City during the term of this Agreement and not included in the Consultant services identified within Section 1 above, shall be paid as agreed to between the parties at that time additional services are requested. These costs will be invoiced monthly and will be paid by the City within thirty (30) days.

SECTION 6. INDEPENDENT CONTRACTOR. It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Contractor and not an agent or employee of City, and as an independent Contractor, shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect, and may result in the termination of this Agreement at the option of the City.

SECTION 8. INDEMNIFICATION. Consultant shall indemnify and hold harmless City, its Council, servants, boards and commissions, officers, agents and employees, from and against any and all claims and losses, costs or expense which arise out of the Consultant's negligent performance of the work under this Agreement proved that such liability, loss, cost or expense is caused by the act or omission of Consultant, or any of its officers, agents, servants, boards and commissions, officers, agents or employees against any action or claim brought by

any person, but the Consultant's obligation to indemnify the City shall include reasonable attorney fees if Consultant is found to have been negligent in performance of work under this Agreement.

SECTION 9. INSURANCE.

1. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Agreement, automobile insurance and commercial general liability insurance with and insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from any actual occurrence arising out of the performance of this Agreement. The amounts of insurance shall not be less than the following:
 - a. Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$2,000,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.
 - b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
2. Worker's Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Worker's Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Agreement.
3. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates of insurance to the City Clerk before Notice to Proceed to Work of this Agreement will be issued. Certificates and policies shall state that the policy shall not be cancelled or reduced in coverage without thirty (30) days

written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Agreement. Consultant shall not perform any work under this Agreement until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Agreement immediately without any financial contractual obligation to the City. As a result of such termination, the City reserves the right to employ another Consultant to complete the project.

SECTION 10. NON-DISCRIMINATION. Consultant shall not discriminate, in any way, against any person on the basis of age, sex, sexual orientation, marital status, race, color, creed, national origin, medical condition or disability in connection with or related to the performance of this Agreement.

SECTION 11. TERMINATION.

A. City and Consultant shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice.

C. The City's City Manager is empowered to terminate this Agreement on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of El Centro business license during the term of this Agreement.

SECTION 13. GOVERNING LAW. City and Consultant agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the Superior Court of the County of Imperial.

SECTION 14. PRIOR AGREEMENTS AND AMENDMENTS. This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by the City Manager or his designee, or as required by law.

SECTION 16. OWNERSHIP OF MATERIALS. All reports, documents or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any other person engaged directly by Consultant to perform the services required hereunder shall remain the property of City without restriction or limitation upon their use.

SECTION 17. COVENANT AGAINST CONTINGENT FEES. The Consultant covenants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fees, commissions, percentage, brokerage fee, gift,

or any other consideration contingent on or resulting from the award or making of this Agreement, for breach or violation of this covenant, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER. Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as a waiver of any other condition of performance under this Agreement.

SECTION 19. CONFLICT OF INTEREST.

A. The Consultant is subject to all federal, state and local conflict of interest laws, regulations and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq. Consultant shall complete one or more statements of economic interest disclosing relevant financial interests as described on [**Exhibit "A"**– Consultant's Statement of Financial Interest] hereto which may be amended from time to time by City. Upon the City's request, the Consultant shall submit the necessary supplementary documentation to the City.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

C. If the Consultant violates any conflict of interest laws or any of these provisions in Section 19, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Consultant to liability to the City for attorney fees and all damages sustained as a result of the violation.

SECTION 20. AUDIT BOOKS AND RECORDS. Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall

furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

SECTION 21. NOTICES. All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY

Ruben A. Duran, City Manager
1275 Main Street
El Centro, CA 92243
(760) 337-4540

CONSULTANT

SECTION 22. ATTORNEY'S FEES. Should City be compelled to institute any legal action to enforce any of the terms, covenants or conditions hereof, then in the vent of the termination of said proceedings each party agrees to pay its own costs and attorney's fees.

SECTION 23. PARTIAL INVALIDITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

SECTION 24. EXECUTION. The undersigned acknowledge having read and understood the foregoing.

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IN WITNESS WHEREFORE, the parties hereto have executed this Agreement on the day and year above and below written.

CITY OF EL CENTRO

CONSULTANT

BY _____
Ruben A. Duran, City Manager

BY _____

Date: _____

Date: _____

ATTEST:

BY _____
L. Diane Caldwell, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

BY _____
Luis F. Hernandez, City Attorney

PRICE PAGE

Consultant to insert proposal as it pertains to the "Scope of Work" and "Instructions to Consultants"

OFFER FORM

TO THE CITY OF EL CENTRO:

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, agreement and amendments in the Request for Proposal and Contract Documents herein.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Phone: _____

City State Zip

Fax: _____

E-mail: _____

Signature of Person Authorized to Sign

Printed Name

Title

EXHIBIT "A"CONSULTANT'S FINANCIAL DISCLOSURE STATEMENT ¹

Consultant will comply with all conflict of interest laws and regulations including, without limitations, City's Conflict of Interest Code (on file in the City Clerk's Office) as required by Section 4.9 of this Agreement. It is incumbent upon the Consultant to notify the City pursuant to Sections 7.1 and 7.5 of any staff changes relating to this Agreement. The City Manager has made the following determination and Consultant, by his/her signature, acknowledges said determination.²

- A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant will be performing a very limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required of any officers, employees, and/or agents of Consultant. Consultant duties are as follows:

City Manager

Consultant Signature & Title

- B. In accomplishing the scope of services of this Agreement, Consultant will be performing a specialized or general service for the City, and there is substantial likelihood that the Consultant may make or participate in making a governmental decision which may have a foreseeable material effect on a financial interest. As a result, the Consultant shall be subject to the Disclosure Category "Consultant" of the City's Conflict of Interest Code.

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¹ Title 2, Division 6. California Code of Regulations Section 18701(a)(2). Pursuant to a contract with a local government agency, a consultant shall be required to file a Statement of Economic Interest if that consultant will: "(A) Make a government decision whether to: (1) Approve a rate, rule or regulation; (2) Adopt or enforce a law; (3) Issue, deny, suspend or revoke any permit, license, application, certificate, approval, order or similar authorization or entitlement; (4) Authorize the agency to enter into, modify or renew a contract provided it is the type of contract which requires agency approval; (5) Grant agency approval to a contract which requires agency approval and which the agency is the party or to the specifications for such contract; (6) Grant agency approval to a plan, design, report, study or similar item; or (7) Adopt, or grant approval of policies, standards or guidelines for the agency or for any subdivision thereof; or (B) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in regulation 18702.2 or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code, under Governmental Code Section 87302."

² Disclosure by Consultants: Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the City's adopted Conflict of Interest Code, subject to the following limitations: The City Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and closely supervised, and, thus, is not required to comply with the disclosure requirements in the City's adopted Conflict of Interest Code. Such written determination shall include a description of the consultant's duties. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as the City's adopted Conflict of Interest Code.