

RESOLUTION NO. 20-8800

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND
EXECUTE AGREEMENTS WITH CIRCLEPOINT AND 3FOLD
COMMUNICATIONS, LLC AND NEGOTIATE AND EXECUTE AN
AGREEMENT WITH SINGER ASSOCIATES, INC TO PROVIDE
COMMUNICATIONS AND MARKETING CONSULTING
SERVICES.**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, At the July 9, 2019 City Council meeting, City Council directed the City Manager to seek the services of a consultant to support communications and marketing consulting services;

WHEREAS, funds were appropriated during the FY 2019/20 Budget for this purpose;

WHEREAS, On September 11, 2019 the City issued a competitive request for Qualifications to select a qualified firm or firms to provide communications and marketing consulting services;
and,

WHEREAS, following a selection process consisting of an evaluation of written proposals and oral presentations, the staff recommends entering into agreements with Circlepoint, 3fold Communications, LLC and Singer Associates, Inc.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The City Manager is authorized to execute agreements with Circlepoint and 3fold Communications, LLC to provide communications and marketing services for an initial three-year term plus two one-year option terms ending on or about January 14, 2025, exercisable at the sole discretion of the City.

2. The City Manager is authorized to negotiate and execute an agreement with Singer Associates, Inc. to provide communications and marketing services for an initial 30-month term plus two one-year option terms ending on or about January 14, 2025, exercisable at the sole discretion of the City.

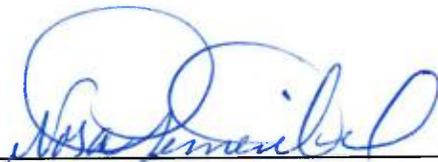
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3. The City Manager is authorized to execute amendments to the agreements approved in this resolution to extend services and add funds as required during the initial term of the agreements and to exercise the two one-year options, subject to the appropriation of funds.

4. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 14TH DAY OF JANUARY, 2020, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Chahal, Davis, Hardy, O'Neill, and Watanabe, and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	Mahan
ABSTAINED:	COUNCILORS:	None

ATTEST: 
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Staff Report
2. Agreement between City of Santa Clara and Circlepoint
3. Agreement between City of Santa Clara and 3fold Communications, LLC



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

20-1456

Agenda Date: 1/14/2020

REPORT TO COUNCIL

SUBJECT

Action on Agreements with 3fold Communications LLC; Circlepoint, and Singer Associates Inc. for Communications Consulting Services [Council Pillar: Enhance Community Engagement and Transparency]

BACKGROUND

At the March 20, 2019 Economic Development, Communications, and Marketing (Committee) meeting, Mayor Gillmor provided a memo (Attachment 1) to the Committee regarding the hiring of a consultant to support proactive communications and marketing of local activities with the goal of more resident awareness of municipal services and activities. That meeting provided an opportunity for the Committee members to begin to discuss interest in augmenting communications resources to improve communications with the community about City activities.

In addition to the memo provided by the Mayor, the City Council as a whole, expressed interest in more proactive communication and increased storytelling consistent with Council's priority of enhancing community engagement and transparency. As a result, the Council approved the Committee's recommendation and approved and directed staff to procure communication services. Funds were appropriated during the FY 2019/20 Budget for this purpose.

The Communications Office, a division within the City Manager's Office, is the hub of communications for the City and maintains consistency, focus and direction across all platforms to share the City's unique story, services and programs. Through a matrix environment, the Communications Office leads Citywide communications, establishes standard operating procedures and policies for communications, develops strategies for internal and external communications, and drives the use of technology and digital media to further enhance community and stakeholder relationships. The office currently consists of a Director of Communications, a Communications Coordinator and an as-needed multimedia services team. The recruitment for a Communications & Outreach Manager is anticipated to be completed in early 2020.

These new services will enhance staff's ability to continue to implement Council's communication priorities.

DISCUSSION

As a result of the direction received from the Committee, and subsequently City Council, the City released a Statement of Qualifications (SOQ) on September 11, 2019 soliciting proposals from qualified firms to develop, plan, enhance and implement new communications programs. Staff returned to the Committee in the fall and winter of 2019 with updates on the status of the SOQ.

A total of 132 companies viewed the SOQ, and seven proposals were received from the following firms:

- 3fold Communications, LLC (Sacramento, CA)
- Articulate Solutions, Inc. (Gilroy, CA)
- Atomic Dumpling (Beaverton, OR)
- Circlepoint (Oakland, CA)
- PRxDigital (San Jose, CA)
- Riff City Strategies, Inc. (San Francisco, CA)
- Singer Associates, Inc. (San Francisco, CA)

Proposal Evaluation Process

Proposals were evaluated and scored independently by a three-member evaluation with representation from the City Manager and Communications offices against the criteria and weights demonstrated in the table below.

SOQ Evaluation Weights

Evaluation Criteria	Phase 1 Weight	Phase 2 Weight
Firm/Staff Qualifications	40%	//////////
Project Approach	20%	//////////
Portfolio / References	20%	//////////
Fee Structure	20%	30%
Oral Interview	//////////	70%
Total	100%	100%

In Phase 1, factors such as number of years the firm has been providing communications and marketing consulting services, qualifications of key personnel assigned to the project, service delivery approach, quality of previous work, and fee structure were considered. Earning the highest points, 3fold Communications, Circlepoint, and Singer Associates advanced to Phase 2 of the evaluation process.

In Phase 2, the proposed project team members from the three firms were invited to oral interviews to demonstrate how they will ensure communication strategies are tailored to Santa Clara, transform complex topics into easy-to-read communications for target audience, use storytelling to achieve communication objectives, and measure the success of communication strategies.

Conclusion:

The evaluation team recommends entering into agreements with the top three ranked proposers. Three firms will provide the City with greater depth both in areas of expertise and staffing, thus allowing the City flexibility to leverage expertise from different firms and individuals to better address

specific requirements.

The two new firms will be introduced at the second day of the City Council Priority Setting Session on January 31, 2020. They will be prepared to provide an overview of each team and to engage with the Council on upcoming 2020 priorities.

It should be noted that Singer Associates is currently under contract with the City and the Santa Clara Stadium Authority. These agreements will term-out on June 30, 2020 and Singer Associates has agreed that these agreements shall remain in effect through that time.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

The FY 2019/20 Adopted Budget includes \$200,000 for communications consultant services. These funds are allocated to support city-wide communications services and are anticipated to be sufficient to cover expenses from the recommended contracts through FY 2019/20 with savings carried over to FY 2020/21. Funding in future years are subject to appropriation of funds.

COORDINATION

This report has been coordinated with the Finance Department.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Adopt a Resolution authorizing the City Manager:
 - a. To execute agreements with Circlepoint and 3fold Communications, LLC to provide communications and marketing services for an initial three-year term plus two one-year option terms ending on or about January 14, 2025, provided that both one-year option terms are exercisable at the sole discretion of the City.
 - b. To negotiate and execute an agreement with Singer Associates, Inc. to provide communications and marketing services for an initial 30-month term plus two one-year option terms ending on or about January 14, 2025, provided that both one-year option terms are exercisable at the sole discretion of the City.
 - c. To execute amendments to each the agreements approved in this resolution to extend services and add funds as required during the initial term of the agreements and to exercise the two one-year options, subject to the appropriation of funds.

Reviewed by: Lenka Wright, Director of Communications

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Memo to EDCM Committee March 2019
2. Agreement between City of Santa Clara and 3fold Communications, LLC
3. Agreement between City of Santa Clara and Circlepoint
4. Resolution

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
CIRCLEPOINT**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Circlepoint, a California corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions

of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on January 15, 2020 and terminate on January 14, 2023.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is One Hundred Thousand Dollars and Zero Cents (\$100,000) subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's

expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor 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 to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed

or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner

arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Office of the City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at LWright@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Circlepoint
200 Webster Street, Suite 200
Oakland, CA 94607
and by e-mail at r.germano@circlepoint.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: 1-29-20



BRIAN DOYLE
City Attorney

 FOR

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

CIRCLEPOINT
a California corporation

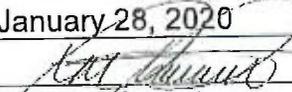
Dated: January 28, 2020
By (Signature): 
Name: Scott Steinwert
Title: President and CEO
Principal Place of Business Address: 200 Webster Street, Suite 200
Oakland, CA 94607
Email Address: s.steinwert@circlepoint.com
Telephone: (510) 285-6700
Fax: (510) 285-6799
"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Consultant under this Agreement are set forth below.

1. DESCRIPTION OF SERVICES

- 1.1.** Consultant shall provide professional consulting services to the City on an as-needed basis. Under this agreement, Consultant shall perform the following services (collectively referred to as "Services"):
- 1.1.1.** Advance community engagement and outreach efforts.
 - 1.1.2.** Develop community outreach and engagement strategies on certain public service/policy topics that require advanced communications.
 - 1.1.3.** Communicate current City initiatives, future City needs, and hot topics requiring community input.
 - 1.1.4.** Create communications plans on specific topics relative to public services or policies that require a high touch and strategic approach.
 - 1.1.5.** Create branding, aligned with the City's overall brand, for public services and policies that require such approach.
 - 1.1.6.** Propose and implement media-relations strategies that elevate the exposure of the City to identified audiences via local, regional and national news and media organizations.
 - 1.1.7.** May include the production of monthly newsletters or townhall meetings.
 - 1.1.8.** Develop communications strategies to tell the City's story, highlighting the many great accomplishments and new initiatives.
 - 1.1.9.** Develop informational materials for elections and ballot initiatives to enhance voter awareness and informed voters.
 - 1.1.10.** Assist with media relations.

- 1.1.11. Provide support to staff for Council directives.
 - 1.1.12. Assist with overall Citywide communications assistance.
 - 1.1.13. Supplement in-house communications.
 - 1.1.14. Conduct City communications studies to evaluate organizational structure, benchmark with other cities and provide insights into resource allocation.
 - 1.1.15. Survey Santa Clara residents about City communications and brand to set a baseline for evaluating the effectiveness of current communication tactics, perceptions of City brand and communication efforts, and consideration of language access needs of the community. The goal would be to track community awareness trends through the addition of resources and enhanced strategies.
- 1.2. This agreement assumes that City and Consultant will determine actual scope of work for individual projects and/or services as they are identified.

2. KEY PERSONNEL

- 2.1. The following personnel are identified as being key in the performance of the Services:

Name	Title	Level
Rochelle Germano	Managing Principal	1
Ivy Morrison	Strategic Advisor – Media Relations	1
Lisbet Sunshine	President – Civic Edge	1
Sarah Seward	Creative Director	1
Maily Chu	Project Manager	1
Amie Holbrook	Senior Graphic Designer	2
Stephen Popovich	Senior Web Developer	2
Alex Sabo	Senior Associate	2
Rickie Cleere	Project Coordinator	2
Marianne Glaser	Project Manager – Civic Edge	2
Paisley Strellis	Director– Civic Edge	2

- 2.2. City’s request for a Level 1 personnel shall not be delegated to lower level personnel.

2.3. Consultant shall maintain the same key personnel throughout the term of this agreement except for changes in such personnel due to:

2.3.1. City's request to replace such personnel;

2.3.2. The resignation or termination of such personnel or other circumstances outside of Consultant's reasonable control. Consultant shall make all reasonable efforts to assign other qualified personnel, subject to City's approval.

3. GENERAL REQUIREMENTS

3.1. Consultant shall provide own equipment and other materials at Consultant's own expense unless otherwise approved by the City as a reimbursable expense pursuant to Exhibit B.

3.2. City shall be responsible for giving materials and other information that Consultant reasonably requests to perform the Services.

3.3. The City Manager shall review and evaluate Consultant's performance annually during the term of the Agreement, and shall report the results of such evaluation to the City Council. The City Manager will determine the performance goals and factors with Consultant prior to each performance review period.

4. FEES

4.1. Any services provided hereunder shall be in accordance with the fees set forth in Exhibit B.

**EXHIBIT B
SCHEDULE OF FEES**

1. MAXIMUM COMPENSATION

- 1.1. The maximum compensation the City will pay the Consultant for all professional fees, costs and expenses provided under this Agreement shall not exceed **One Hundred Thousand Dollars (\$100,000)** during the term of the Agreement.
- 1.2. Any additional professional fees, costs and expenses requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement. No additional services will be performed unless both Parties execute an Amendment outlining the services requested and the compensation agreed for such services.

2. FEES

- 2.1. Where Services are provided on a time and materials basis, the fees payable for the Services shall be calculated with the fee rates set forth below:

CLASSIFICATION	HOURLY RATE
Circlepoint	
Managing Principal	\$300
Associate Principal	\$275
Project Manger	\$170
Senior Associate	\$145
Associate	\$110
Coordinator	\$100
Creative Director	\$275
Senior Web/Graphic Designer	\$145
Web/Graphic Designer	\$125
Civic Edge	
President	\$250
Director	\$200
Project Manager	\$150

- 2.2. Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in the applicable scope of work.
- 2.3. The City will not pay for travel time.

3. REIMBURSABLE EXPENSES

Any reimbursement to the Consultant is limited to the expenses set forth below in the Reimbursable Expense Schedule. The City will reimburse these expenses at actual cost only unless a markup is specified.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Telephone and facsimile transmission charges.	No Markup
4.	The rental of any specialized equipment to the extent the City has preapproved, in writing, the cost of such rental.	As specified, not to exceed 10%
5.	All actual, documented and reasonable travel expenses that have been approved in advance in writing by City; provided, that such expenses conform to City's standard travel reimbursement policy, a copy of which has been provided to Consultant.	No Markup
6.	Other reimbursable expenses with prior written approval from the City.	As specified, not to exceed 10%

4. INVOICING

- 4.1. If time and materials is the basis of compensation, then Consultant will base its invoice on the hours, professional fees, costs, and charges associated with the Services completed during the invoice period. If Consultant is entitled to reimbursable expenses, the invoice will include such expenses and/or costs associated with the Services completed during the invoice period.
- 4.2. If Consultant invoices monthly for a "fixed fee," then Consultant will base its monthly invoice on the percentage of Services completed during the previous month. If the Consultant is entitled to reimbursable expenses, the invoice will include such expenses and/or costs incurred during the previous month.

4.3. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications

and other items required to be delivered to City pursuant to this Agreement shall be e-mailed to:

EBIX Inc.
City of Santa Clara
P.O. Box 100085 – S2
Duluth, GA 30096
Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
3FOLD COMMUNICATIONS, LLC**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and 3fold Communications, LLC, a California limited liability company (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions

of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on January 15, 2020 and terminate on January 14, 2023.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is One Hundred Thousand Dollars (\$100,000) subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense.

Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor 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 to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed

or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner

arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor’s employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Contractor’s obligation to protect, defend, indemnify, and hold harmless in full City and City’s employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act (“Act”) and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor’s responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City’s review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Office of the City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at LWright@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

3fold Communications, LLC
Attention: Jamie Von Sossan
2031 K Street
Sacramento, CA 95811
and by e-mail at jamie@3foldcomm.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: 1-29-2020



BRIAN DOYLE
City Attorney

 FOR

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

3FOLD COMMUNICATIONS, LLC
a California limited liability company

Dated: 1/29/20
By (Signature): 
Name: Angela Criser
Title: Principal
Principal Place of Business Address: 2031 K Street
Sacramento, CA 95811
Email Address: jamie@3foldcomm.com
Telephone: (916) 442-1394 ext. 117
Fax: _____
"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Consultant under this Agreement are set forth below.

1. DESCRIPTION OF SERVICES

- 1.1.** Consultant shall provide professional consulting services to the City on an as-needed basis. Under this agreement, Consultant shall perform the following services (collectively referred to as "Services"):
- 1.1.1.** Advance community engagement and outreach efforts.
 - 1.1.2.** Develop community outreach and engagement strategies on certain public service/policy topics that require advanced communications.
 - 1.1.3.** Communicate current City initiatives, future City needs, and hot topics requiring community input.
 - 1.1.4.** Create communications plans on specific topics relative to public services or policies that require a high touch and strategic approach.
 - 1.1.5.** Create branding, aligned with the City's overall brand, for public services and policies that require such approach.
 - 1.1.6.** Propose and implement media-relations strategies that elevate the exposure of the City to identified audiences via local, regional and national news and media organizations.
 - 1.1.7.** May include the production of monthly newsletters or townhall meetings.
 - 1.1.8.** Develop communications strategies to tell the City's story, highlighting the many great accomplishments and new initiatives.
 - 1.1.9.** Develop informational materials for elections and ballot initiatives to enhance voter awareness and informed voters.
 - 1.1.10.** Assist with media relations.

- 1.1.11. Provide support to staff for Council directives.
 - 1.1.12. Assist with overall Citywide communications assistance.
 - 1.1.13. Supplement in-house communications.
 - 1.1.14. Conduct City communications studies to evaluate organizational structure, benchmark with other cities and provide insights into resource allocation.
 - 1.1.15. Survey Santa Clara residents about City communications and brand to set a baseline for evaluating the effectiveness of current communication tactics, perceptions of City brand and communication efforts, and consideration of language access needs of the community. The goal would be to track community awareness trends through the addition of resources and enhanced strategies.
- 1.2. This agreement assumes that City and Consultant will determine actual scope of work for individual projects and/or services as they are identified.

2. KEY PERSONNEL

- 2.1. The following personnel are identified as being key in the performance of the Services:

Name	Title	Level
Gordon Fowler	Principal	1
Jeff Ackler	Community Impact Director	2
Carolyn Hopkins-Vasquez	Brand Manager	2

- 2.2. City's request for a Level 1 personnel shall not be delegated to a lower level personnel.
- 2.3. Consultant shall maintain the same key personnel throughout the term of this agreement except for changes in such personnel due to:
- 2.3.1. City's request to replace such personnel;
 - 2.3.2. The resignation or termination of such personnel or other circumstances outside of Consultant's reasonable control. Consultant shall make all reasonable efforts to assign other qualified personnel, subject to City's approval.

3. GENERAL REQUIREMENTS

- 3.1.** Consultant shall provide own equipment and other materials at Consultant's own expense unless otherwise approved by the City as a reimbursable expense pursuant to Exhibit B.
- 3.2.** City shall be responsible for giving materials and other information that Consultant reasonably requests to perform the Services.
- 3.3.** The City Manager shall review and evaluate Consultant's performance annually during the term of the Agreement, and shall report the results of such evaluation to the City Council. The City Manager will determine the performance goals and factors with Consultant prior to each performance review period.

4. FEES

- 4.1.** Any services provided hereunder shall be in accordance with the fees set forth in Exhibit B.

**EXHIBIT B
SCHEDULE OF FEES**

1. MAXIMUM COMPENSATION

- 1.1. The maximum compensation the City will pay the Consultant for all professional fees, costs and expenses provided under this Agreement shall not exceed **One Hundred Thousand Dollars (\$100,000)** during the term of the Agreement.
- 1.2. Any additional professional fees, costs and expenses requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement. No additional services will be performed unless both Parties execute an Amendment outlining the services requested and the compensation agreed for such services.

2. FEES

- 2.1. Where Services are provided on a time and materials basis, the fees payable for the Services shall be calculated with the fee rates set forth below:

Classification	Hourly Rate
Principal	\$200
Director Community Impact	\$150
Director of Creative Services	\$150
Digital Architect	\$125
Brand Manager	\$125
Sr. Art Director	\$125
Art Director	\$125
Sr. Editor	\$125
Sr. Digital Strategist	\$125
Copywriter	\$100
Production Designer	\$100
Graphic Designer	\$100

- 2.2. Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in the applicable scope of work.
- 2.3. The City will not pay for travel time.

3. REIMBURSABLE EXPENSES

Any reimbursement to the Consultant is limited to the expenses set forth below in the Reimbursable Expense Schedule. The City will reimburse these expenses at actual cost only unless a markup is specified.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Telephone and facsimile transmission charges.	No Markup
4.	The rental of any specialized equipment to the extent the City has preapproved, in writing, the cost of such rental.	As specified, not to exceed 10%
5.	All actual, documented and reasonable travel expenses that have been approved in advance in writing by City; provided, that such expenses conform to City's standard travel reimbursement policy, a copy of which has been provided to Consultant.	No Markup
6.	Other reimbursable expenses with prior written approval from the City.	As specified, not to exceed 10%

4. INVOICING

- 4.1. If time and materials is the basis of compensation, then Consultant will base its invoice on the hours, professional fees, costs, and charges associated with the Services completed during the invoice period. If Consultant is entitled to reimbursable expenses, the invoice will include such expenses and/or costs associated with the Services completed during the invoice period.
- 4.2. If Consultant invoices monthly for a "fixed fee," then Consultant will base its monthly invoice on the percentage of Services completed during the previous month. If the Consultant is entitled to reimbursable expenses, the invoice will include such expenses and/or costs incurred during the previous month.

- 4.3.** City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications

and other items required to be delivered to City pursuant to this Agreement shall be e-mailed to:

EBIX Inc.
City of Santa Clara
P.O. Box 100085 – S2
Duluth, GA 30096
Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.