

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.

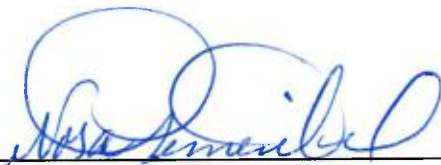
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3. The City Manager is authorized to execute amendments to the agreements approved in this resolution to extend services and add funds as required during the initial term of the agreements and to exercise the two one-year options, subject to the appropriation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

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Santa Clara, CA 95050
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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



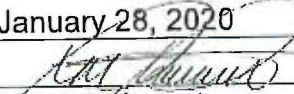
BRIAN DOYLE
City Attorney

 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"