

CITY OF BRAWLEY
REQUEST FOR PROPOSAL
PUBLIC OUTREACH SERVICES FOR LOCAL MUNICIPAL ELECTION BALLOT MEASURE



Proposal Release Date:
January 11, 2024

Response Due:
February 9, 2024
4 P.M. (PDT)

Submit Responses Electronically To:
Thomas Garcia
tgarcia@brawley-ca.gov

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I. Introduction

A. Services Requested

Under this Request for Proposals ("RFP"), the City of Brawley ("City") is soliciting Proposals from suitably qualified individuals or a firm ("Consultant") to provide public outreach services pertaining to a local ballot measure for upcoming municipal election. The City desires to ensure voters are accurately informed and understand the issues and potential outcomes of ballot measure ("Services").

To be considered in this process, the City is inviting written Proposals from qualified and experienced individuals or firms with:

- **a minimum of 5 years of direct experience providing public outreach on local municipality issues common to municipal entities similar in size and governance to the City of Brawley;**
- **strong focus and demonstrated expertise in California municipal policy; and**
- **deep understanding of the current trends and issues in municipal policy and local governance.**

The City requires a well-managed and financially sound Consultant with demonstrated skills and technical ability, high levels of customer service, responsiveness, and satisfaction, in order to fulfill the requirements outlined in this RFP.

The Consultant will perform Services according to:

- The Scope of Services, which are attached as Exhibit 1 to this RFP;
- The instructions and requirements in this RFP; and
- The proposed Contract.

A potential Proposer should read this document in its entirety before preparing and submitting a Proposal.

B. Definitions

In this RFP, the following words and phrases have the meaning ascribed to them below:

- **Agreement / Contract** The entire and integrated written agreement between the City and the Consultant that takes the place of prior negotiations, representations, or agreements, either written or oral.

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- **City** The City of Brawley. Depending on the context in which it is used, the term City also may refer to:
 - The geographic area known as the City of Brawley; or
 - A person whom the City of Brawley employs or uses as the authorized representative for the City of Brawley in matters concerning the Project.

- **City Project Manager** The City's designated representative for all issues related to the Project.

- **Consultant** The selected Proposer(s) to whom the City has awarded a Contract for the Project.

- **Project** The entire Services described in this RFP. Services may constitute the whole or a part of the Project.

- **Proposer** The documents and other items that a Proposer submits in response to this RFP.

- **RFP** This Request for Proposals and all of its attachments, including documents and other items from the City and relevant third parties.

- **Services** The work, labor, tasks, operations, activities, materials, supplies, equipment, deliverables, duties, and obligations:
 - Described in this RFP; and
 - Required by, and reasonably inferable from, the Contract- whether completed or partially completed.

- **SubConsultant** A consultant, supplier, vendor, person, entity, or organization whom Consultant hires, employs, or uses on Consultant's behalf to provide, perform, or fulfill a portion of the Services.

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C. Term of Services and Contract

Fixed Initial Term with Renewal Term

The Services described in this RFP and in the proposed Contract are for a period of 12 months ("initial term"). The City will have the option to renew the Consultant's Contract for a period of 1 year ("renewal term"). Exercise of the renewal option is at the sole discretion of the City, and requires the City Managers written approval.

D. Insurance

At its expense, the successful Proposer must obtain and maintain insurance, while the Contract is in effect, that fully meets the requirements of- and contains provisions entirely consistent with- all of the City's Insurance Requirements," which are noted in **Exhibit 2 ("Insurance Requirements")**. Evidence of the insurance coverages will need to be in place before a Consultant starts performing the Services. A Proposer must be prepared to meet all City insurance requirements (at no cost to the City), if the Proposer is awarded a Contract. The City will require certificates of insurance and additional insured endorsements when the successful Proposer submits a signed Contract to the City.

E. Proposer's Indemnification of the City

At its expense, a Proposer agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees, and representatives from and against any and all liability, suits, actions, proceedings, judgments, claims, demands, liens, losses, damages, costs, and expenses (including attorneys' fees, litigation, arbitration, mediation, appeal expenses) if a dispute, lawsuit, or other proceeding arises out of any one or more of the following:

- A Proposer's submitting the Proposal;
- The City's accepting a Proposer's Proposal; or
- The City's awarding a Contract to a Proposer in compliance with this RFP, or state, federal, or local laws.

F. City's Project Representatives

The City Project Manager in charge of this Project is:

City of Brawley, City Manager's Office
Attention: Thomas Garcia, Assistant to the City Manager
383 Main Street
Brawley, CA 92227

The executive in charge is Tyler Salcido, City Manager.

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G. About the City of Brawley

Brawley is the third largest city in Imperial County, has a current population of approximately 27,000 people (U.S. Census Update: 2020) with a projected population of 40,000 to 46,200 by 2035, and spans approximately 8.12 square miles. Brawley is a full-service city. Services provided include police, fire, parks, recreation, library, airport and other amenities.

The City incorporated in 1908, as a general law city. A Council-City Manager form of government manages Brawley. Five elected council members serve 4-year terms, on staggered schedules. Every year, the City Council selects a Mayor from its members to serve for a one-year term. The City Manager serves as the Chief Executive Officer.

The City's Mission Statement is:

It is the mission of the City of Brawley to provide excellent Municipal services; to seize every opportunity to empower Brawley's citizens and assure their ability to participate and to guide the growth and development of the City; to develop and maintain a safe environment with the highest quality and most attractive public facilities; to provide an atmosphere that encourages and supports the expansion of economic opportunity for all; to maximize public resources in a responsible manner that benefits the entire community; to empower the City's employees in order to create opportunity for their growth, well-being and excellent performance, and to recognize that Brawley's citizens are a family whose richness of diversity is to be cultivated, capitalized on and celebrated by all.

II. RFP Process

A. Schedule of Events

The following events will take place in this Project (See further explanations, below):

EVENT	RESPONSIBILITY	DATE
RFP Distribution	City	January 12, 2024
Optional Virtual Q&A Conference	City	January 29, 2024
Consolidate Q&A Posted	City	February 02, 2024
RFP proposals Due	Proposer	February 09, 2024
Proposal Opening	City	February 12, 2024
Panel Reviews Proposals	City	February 13, 2024
Candidate Interviews	City	February 20, 2024
Final Candidate Announced	City	February 23, 2024
Letter of Objection	Proposer	February 26, 2024
Contract Award (City Council Approval)	City	March 05, 2024

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B. RFP Distribution

A prospective Proposer may receive this RFP by mail, email, in person or online at City of Brawley (<https://www.brawley-ca.gov/>) Distribution of the RFP in no way represents the City's acceptance of a Proposer's qualifications, reputation, or ability to perform the Services.

C. Optional Virtual Q&A Conference

The Optional Virtual Q&A Conference will be held on January 29, 2024, at 9:00 am, virtually via Zoom. A link to this meeting will be posted on the RFP page on the City's website.

Attendance at this conference is optional.

The purpose of this conference is to ensure that Proposers have the opportunity to ask questions arising from Proposers' initial review of this RFP. Before the conference takes place, Proposers should review the RFP thoroughly and should be familiar with its content, as well as the City's functional and technical requirements.

D. Proposal Deadline and Proposal Submission

The City must receive the Proposal **on or before 4:00 pm. Friday. February 09, 2024.** **A Proposal received after this date and time, will be considered non-responsive and the City will return the Proposal, unopened. Oral, telephonic, or facsimile transmitted Proposals are invalid and the City will not accept or consider them.**

A Proposer must submit email copies of the Original Proposal in PDF format to tgarcia@brawley-ca.gov. A Proposal may also be delivered by mail or in person, but an electronic submittal via email is still required.

The Proposal must be clearly marked "**Proposal to Public Outreach Services for Local Municipal Election Ballot Measure**" and addressed to:

City of Brawley, City Manager's Office
Attention: Thomas Garcia, Assistant to the City Manager
383 Main Street
Brawley, CA 92227
tgarcia@brawley-ca.gov

III. General Requirements and Instructions

A. Examination of Documents

Before submitting an RFP Response, a Proposer must:

- Thoroughly examine the RFP. A thorough review of this RFP is critical to obtaining an in-depth understanding of the requirements of this RFP.
- Make all necessary investigations (including the location of the Services), examine documents, and understand the Scope of Services (Exhibit 1).
- Be able to furnish the City with valid:
 - Insurance forms (including insurance certificates and additional insured endorsements) in compliance with the Insurance Requirements (Exhibit 2).

B. Proposer's Representations in the Response

By submitting a Proposal, a Proposer represents that:

- The RFP is sufficient in scope and detail to indicate and convey reasonable understanding of all requirements, terms, and conditions for performance of the Services required in this Project;
- The Proposer has exercised all necessary due diligence in making investigations and inquiries, examining documents, and inspecting City sites and facilities for this Project;
- The Proposer is fully familiar with- and has fully considered- all facts, conditions, circumstances, and matters that may affect, in any way, the Proposer's services or costs;
- The Proposal is an irrevocable offer for a period of at least one hundred and twenty (120) calendar days following the City's opening of all Proposals; and
- The Proposer is, and will be, in compliance with the RFP's requirements, terms, and conditions.

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C. Withdrawal, Cancellation, or Modification of a Proposal

Before the Proposal Deadline:

A Proposer may withdraw and then modify a Proposal, by giving written notice, signed by the Proposer. A withdrawal request must be addressed and delivered to:

City of Brawley, City Manager's Office
Attention: Thomas Garcia, Assistant to the City Manager
383 Main Street
Brawley, CA 92227
tgarcia@brawley-ca.gov

For a withdrawal to become effective, the City must receive the Proposer's written request for withdrawal before the Proposal Deadline. The City will not accept or consider a Proposer's verbal, telephonic, facsimile, or email request for modification or withdrawal of a Proposal.

If a Proposer withdraws its Proposal, the withdrawal will not prejudice the Proposer's right to submit a new Proposal, if the new Proposal submitted: (a) in accordance with the RFP's requirements, and (b) before the Proposal Deadline.

After the Proposal Deadline:

A Proposer must not withdraw, cancel, or modify its Proposal for a period of at least one hundred and twenty (120) calendar days following the Proposals' opening on February 12, 2024, subject to the exception described in the next paragraph below. The City may extend the 120 - day period upon the City's written request and upon the affected Proposers' written approval. **The City may allow a Proposer to withdraw or cancel a Proposal after the opening of the Proposals, if the Proposer establishes, to the City's satisfaction, that all of the following circumstances exist:**

1. The Proposer made a mistake in its Proposal;
2. Within five (5) days after the Proposal's opening, the City receives from the Proposer written notice of the mistake and the notice specifies in detail how the mistake occurred;
3. The mistake made the Proposal materially different from what the Proposer had intended it to be; and
4. Mistake made in filling out the Proposal and was not due to error in judgment, or carelessness in reading the RFP or the proposed Contract.

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D. Proposal Preparation Expenses

Expenses for developing the RFP response are entirely the responsibility of the Proposer and are not chargeable to the City in any manner. The City is not liable for any pre-contractual expenses, which are defined as expenses incurred by the Proposer in:

- Preparing its Proposal in response to this RFP.
- Negotiating with the City any matter related to the Proposal.
- Any other expense incurred by the Proposer before the date of award of the Contract for this RFP.

IV. Proposal Content and Format

A. Using the Attached Proposal Format

“Proposal Forms” (PF: 1 to PF:5) are attached to this RFP. With its Proposal, the Proposer must submit various attachments that are further described in the Proposal Forms.

The Proposer must fill in the blanks on the Proposal Forms, using a software forms filler or printing legibly in ink. When answering the Proposal Forms’ questions, the Proposer must furnish pertinent and relevant information rather than merely provide promotional facts or materials. The Proposer must respond to the Proposal Forms’ questions with all applicable information, in order for the City to consider the Proposal as “responsive.”

If a Proposer fails to provide the information that the forms require, fails to return all of the forms, or fails to submit the required attachments, the City may treat the Proposal as “non-responsive.”

The Proposer must place initials next to all interlineations, alterations, and erasures on the Proposal Forms.

The Proposer must not modify or qualify the Proposal Forms in any manner. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it informal and may cause its rejection.

B. Identifying Proprietary Information; Public Records Act

A Proposer must identify and/or list all copyrighted material, trade secrets, or other proprietary information ("protectable documents") that the Proposer included in its Proposal which the Proposer believes should be exempt from disclosure under California's Public Records Act, Government Code Section 6250, et seq. Proposer should do so by completing the attached Public Records Exempt Information form (See EXHIBIT 4, PF:3).

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By listing or redacting the documents, the Proposer agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees, and representatives from and against any action, claim, lawsuit, or proceeding, including costs and expenses, arising out of or connected with the City's refusal to disclose the protectable documents to any party making a request for those items.

The City will treat any Proposer who fails to identify documents that the Proposer believes should be exempt from disclosure as having waived its right to an exemption from disclosure, as the Public Records Act provides.

C. Signature(s)

The person or persons legally authorized to bind the Proposer to the RFP must sign the Proposal. The individuals signing the Proposal must represent that they are authorized to bind the Proposer's legal entity.

- A corporation must execute the Proposal by its duly authorized officer(s) in accordance with its corporate bylaws.
- A partnership must execute the Proposal by all of its partners.
- If the Proposer is a joint venture consisting of a combination of any of the above entities, each entity in the joint venture must sign the Proposal.
- An individual signing a Proposal as an agent of another or others must attach to the Proposal evidence of that person's legal authority to sign on behalf of another or others.

D. Proposal Retention

All Proposals and other material submitted become the property of the City and may be returned only at the City's option. The City reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of the Proposal does not affect this right.

E. Proposal Format

The proposal should be concise, well organized, and demonstrate the Firm's qualifications and experience applicable to the project. Proposals should contain sufficient detail to allow for a thorough evaluation and comparative analysis.

1. Cover I Title Page

Proposals must contain the name of the Proposer, the RFP title, and the date on either the cover or title page. Submission of a cover letter is optional.

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2. Table of Contents

A complete table of contents (TOC) must be included in the proposal. The TOC will include a clear title or description of each heading and be identified by page numbers.

3. Proposers' Resume & Organizational Chart

The City is particularly interested in selecting a Proposer that has extensive experience in the Scope of Services. The Proposers' resume, and if applicable, its employees' resumes should be included here. Identify the person(s) who will be working on the proposed service and their area(s) of responsibility. Submit an organizational chart showing the names of those whose resumes are being submitted, other key personnel, and all supporting staff.

4. Project Understanding

Provide in detail the Proposers overall understanding of the project that includes how proposer will satisfy all the requirements stated in the request for proposal. Describe the Proposer's understanding of the Scope of Services, and the objectives to be accomplished. Provide a detailed work plan including all key deliverables.

5. Cost Proposal

All Proposers must complete the Cost Proposal Form (PF: 5) in its entirety.

6. Required Documents.

The following documents must be completed and submitted with the Proposal:

PF: 1- Proposer's General Information Form

PF: 2- Reference Form

PF: 3- Public Records Exempt Information Form

PF: 4- Table of exemptions

PF: 5- Cost Proposal –page

More Specifically, all submittals must include the following content:

1. Firm Qualifications & Experience

The proposal should include the location and size of the firm. Provide a minimum of three (3) examples from successful past performances with similarly sized organizations, and similar ballot initiatives, which demonstrate the firm's experience in successfully navigating the various objectives outlined in this proposal. Each example should show experience with local governments providing ballot measure polling and outreach consultant services. Additionally, each should include the scope of work, the name, and the telephone number for the principal client contact and, if available, a link to the final published report.

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2. Partner, Supervisory, and Staff Qualifications & Experience

The firm shall identify the primary consultant that will collaborate with the City, as well as any principal supervisory and management staff, engagement partners and specialists, who would be assigned to the project. Demonstration of qualifications and experience for each principal staff member should include polling and outreach experience, scopes of services, and experience for the past three (3) years relevant to this project. The firm should provide as much information as possible, including resumes, qualifications, experience, and training of specific staff assigned to this project. The firm should also indicate how the quality of staff over the term of the agreement will be assured.

3. Polling and Public Education & Outreach Strategy

The proposal should set forth a work plan, including an explanation of the polling methodology to be followed in executing the survey phase, Public Education & Outreach strategy, and all services as described in this solicitation.

4. Timeline Proposal

The firm should provide a proposed timeline schedule that outlines the various phases of the project. This includes target dates to design and launch survey(s); review and discuss survey findings with City staff; begin education & outreach phase; and other key components.

V. Method of Selection

All Proposals received on time will be opened, in a non-public setting, on February 12, 2024. Proposals will first be reviewed to ensure compliance with the terms of this RFP. Non-compliant or non-responsive Proposals may be rejected. The City will then evaluate the Proposals in accordance with the criteria listed below.

A. Basis for Award and Evaluation Criteria

A Proposer's submission will be evaluated and scored on the criteria listed below. Each criterion has a maximum allowable percentage.

Evaluation of a Proposal will be based on a competitive selection process. Technical merit, experience, references, demonstrated successes, and the proposed fee will be considered in the selection process. City reserves the right to award the contract not necessarily to a Proposer with the lowest cost proposal, but to a Proposer who will provide the best overall match to the RFP requirements and who best serves City's interests.

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Proposals received by City will be reviewed, evaluated, and ranked based upon the following criteria:

- Expertise, competence, experience, performance, solvency, and responsiveness to City's goals, interests, or objectives;
- References and demonstrated success;
- Cost; and
- Conformance with the terms of this RFP.

In addition, City may consider other factors, including, but not limited to, evidence of untimely and unsatisfactory performance on prior, similar projects.

The City may investigate the qualifications of a Proposer under consideration; require confirmation of information furnished by the Proposer, and call upon the Proposer to provide additional information or evidence of the Proposer's qualifications for the Services described in this RFP.

B. Selecting a Proposer

An Evaluation Committee comprised of City representatives will evaluate each RFP submission, select up to three (3) finalists for possible interviews, and will submit recommendations to City Manager. Upon interviewing the finalists, City Manager will submit a recommendation to City Council, which may select a Proposer.

During the evaluation process, the Evaluation Committee may, at its discretion, request any or all Proposers to make one or more oral presentations. The presentations will provide a Proposer with an opportunity to answer any questions that the Committee may have about the Proposer or its Proposal.

The ideal Consultant will:

- Have at least five (5) years of direct experience providing public outreach on issues and objectives common to municipal clients similar in size and governance to the City of Brawley;
- Have no professional and/or ethical conflict with City of Brawley's interests;
- Have a demonstrated and verifiable track-record;
- Have independently verifiable references of similar size and scope of City;
- Have extensive experience providing public outreach services to government and/or non-government clients.

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The contract award will be based on a combination of factors that represent the best overall value for completing the work scope as determined by City, including: the proposal evaluation criteria described on the previous page; results of background and reference checks; results from interviews and presentation phase; and proposed compensation. The proposal must fully demonstrate the organization's qualifications, competence and capacity in undertaking services specified for the City. The proposal should address and satisfy all the points outlined in this Request for Proposals. The substance of the proposal will carry more weight than their form or manner of presentation.

City Council must approve an award of a Contract to the successful Proposer and no rights or obligations begin under an award until the approval is secured and all parties have duly signed a Contract.

Once selected, the successful Proposer must enter into a written Agreement with City within fourteen (14) calendar days following Proposer's receiving CITY's notice of award.

The City Manager, or City Council (as required by the Brawley Municipal Code or other City policies) may approve an award of an Agreement to the successful Proposer and no rights or obligations begin under an award until the approval is secured and all parties have duly executed the Agreement.

C. City's Reservation of Rights

This RFP and the proposal evaluation process do not:

- Obligate the City to accept or select any Proposal; or
- Constitute an agreement by the City that it will actually enter into a Contract with any Proposer.

When it best serves the City's interests, the City may do any one or more of the following:

- Reject any Proposal or all Proposals at its sole discretion.
- Extend the deadline for accepting Proposals.
- Accelerate the pace of the RFP process if only one or a handful of Proposals are received.
- Waive any or all information, defects, irregularities, or informalities in a Proposal.
- Accept amendments to Proposals after the Proposal Deadline.
- Revise, change, or amend the RFP's evaluation or selection criteria before the Proposal Deadline.

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- Cancel, withdraw, revise, change, amend, or negotiate the terms of this RFP, the proposed Contract, or both.
- Reissue a Request for Proposals.
- Conduct one or more oral interviews.
- Visit a Proposer's business or facilities.
- Examine financial records of a Proposer to the extent necessary to ensure financial stability.
- Make a partial award.
- Negotiate with one or more Proposers.
- Award a Contract to one or more Proposers.
- Require a best and final offer from one or more Proposers.
- Provide or perform the Services using a City officer or employee, or contract directly- without an RFP or bids- for the Services.

VI. Award of Contract

If selected, the highest ranked Proposer must enter into a written Agreement with the City. The RFP, or any part of it, and the Proposer's responses, may be incorporated into and made a part of the Agreement. **A copy of the City's Draft Proposed Agreement is provided as Exhibit 3.**

The City's policy is that the Agreement be accepted as is. By submitting a Proposal to the City in response to this RFP, a Proposer is deemed to have provided its approval to the Agreement, accepting it without qualification. If a Proposer seeks limited modification of the Agreement, then in the Proposal a Proposer must identify any proposed changes on Proposal Form 4 titled "Table of Exceptions".

However, changes or qualifications to the Agreement may be weighed in the evaluation of the Proposal and may cause rejection of the Proposal as non-responsive, In the City's determination.

The City reserves the right to negotiate further the terms and conditions of the Agreement, including:

- Revisions to the Agreement's service-related terms, conditions, requirements (other than the insurance and the indemnity provisions), specifications, or minimum performance standards; and

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- Additions to the Agreement, by the parties' mutual agreement, or as a City Ordinance or Resolution or Municipal Code, or any other law may require.

At any time and for any reason, if Contract negotiations with the highest ranked Proposer fail to progress, to the City's reasonable satisfaction, the City reserves the right to end negotiations with the Proposer; reject the Proposal and begin negotiations with the second highest ranked Proposer; reopen the proposal process; choose from among the remaining, if any, qualified proposers; reissue the RFP; negotiate directly with any firm for the Services; choose not to contract for the Services; or any other course of action in the City's best interest.

The selected Proposer must submit to the City a signed Agreement, properly executed by the Proposer. The City Manager or City Council (as required by the Brawley Municipal Code or other City policies) may approve an award of an Agreement to the successful Proposer and no rights or obligations begin under an award until the approval is secured and all parties have duly executed the Agreement. After the City receives the Agreement, the City will request approval from the appropriate person/body, subject to approval by the City Attorney, execute the Agreement if approved, and return an original of the Agreement to the Proposer.

VII. Letter of Objection; Procedures

A Proposer, who believes that any part of this RFP is discriminatory against the Proposer or precludes the Proposer from being given reasonable consideration in the procurement process, must submit an objection in writing- by letter only- to the City. **The City will not consider any verbal objection.** The Letter of Objection must clearly state:

- The specific objections;
- The areas of concern;
- The facts supporting the objections; and
- A proposed method for resolving the objections.

The Proposer, or the person who is duly authorized to represent the Proposer, must sign the correspondence.

The Proposer must deliver or mail the Letter of Objection to:

City of Brawley, City Manager's Office
Attention: Thomas Garcia, Assistant to the City Manager
383 Main Street,
Brawley, CA 92227

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The City must receive the Letter of Objection on or before 4:00 pm. February 26, 2024.

Upon the City's timely receipt of the objection letter, the City will review the Proposer's contention(s). If the City decides that the RFP- whether in whole or in part- needs revision, the City will prepare Addenda.

Exhibit 1 - Scope of Services

A. TERM OF SERVICES AND CONTRACT

The Services described in this RFP and in the proposed Contract are for a period of twelve (12) months. The CITY reserves the right to extend the term of the Contract, on an annual basis, for a one-year term.

B. BACKGROUND

The City is soliciting proposals from qualified professionals to provide public outreach services pertaining to a potential local sales tax ballot measure for an upcoming municipal election. The City desires to ensure voters are accurately informed and understand the outcome of their vote associated with such potential ballot measure. Specifically, the City wishes to ascertain whether to place a minimum of a half-cent sales tax measure on the 2024 municipal election ballot.

The timing of the public outreach services to be provided is constrained. Such services will commence immediately upon contract award, and conclude on or before the completion of the municipal election. The selected proposer must be able to complete the scope of services within this constrained time frame.

C. RESPONSIBILITIES

1. Conduct polling and public outreach to a City proposed Ballot Measure. This endeavor will understand the opinion of citizens regarding the proposed ballot measure and work to inform the public of the impacts to local government services provided by the City, should the measure not pass.
2. Conduct Two (2) multi-mode surveys that include a sufficient number of respondents, (but in no case under 300), to yield +/-5.0% accuracy levels.
 - a. First survey: Shall be conducted in early 2024 to assess voter propensity. The findings will be used to:
 - i. Determine the feasibility of bringing the sales tax measure to the November 2024 ballot, and
 - ii. Guide the consultant's approach for the subsequent education and outreach process.
 - b. Second Survey: If the decision is made to bring the measure to the November 2024 ballot, shall be conducted no later than July 2024, to understand the impact of the education and outreach.

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Survey findings will be used to hone the education & engagement strategy and pivot, where necessary, as the November election approaches.

3. Design a comprehensive Outreach & Engagement Strategy:
 - a. Informational and educational materials, which inform voters of the impact to local government services, should the measure not pass.
 - b. Design, advertise, and conduct multiple public outreach meetings to engage the public and solicit feedback.
4. Language Requirement
 - a. Multi-mode surveys, informational and educational materials, public outreach meetings, and all citizen engagement components shall be offered in both English and Spanish.
5. Communication & Reporting
 - a. Initially, the consultant will meet with the City Manager, the Assistant to the City Manager, and other designees to design the survey and questions, as well as meet regularly throughout the contract term to discuss issues, concerns, survey findings, and recommendations.
 - b. It is expected that the consultant—drawing from their experience—be able to discern potential voter patterns when analyzing survey results and communicate these to the City as the project moves into the Outreach & Engagement phase.
 - c. The consultant will provide regular updates to the City and will be required to present data and recommendations before the City Council. The consultant should include in their proposal in-person appearances before the City Council at three (3) meetings. Additional appearances may be required and the consultant should include the cost of any additional appearances in their proposal.

Exhibit 2 - Insurance Requirements

1. **Insurance.** Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein. Consultant shall provide Certificate of Insurance to City along with all required endorsements. Certificate of Insurance and endorsements must be approved by City's Risk Manager prior to commencement of performance.

1.1 Commercial General Liability "per occurrence" coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

1.1.1 Must include the following endorsements:

General Liability Additional Insured (The City including its elected officials, officers, employees, agents, and volunteers)

General Liability Primary and Non-contributory

1.2 Automobile Liability "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage. Personal Auto Declaration Page if applicable.

1.3 Workers' Compensation coverage shall be maintained as required by the State of California.

1.3.1 Must include the following endorsements:

Workers Compensation with Waiver of Subrogation

Workers Compensation Declaration of Sole Proprietor if applicable

1.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

1.5. For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

1.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

City of BrawleyRFP for Public Outreach Services aimed at Local Municipal Election Ballot Measure

1.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

1.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

1.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

1.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

Exhibit 3 - Proposed Agreement

The proposed Agreement is set forth below. ***THIS IS A DRAFT VERSION OF THE AGREEMENT.*** The City reserves the right to revise this proposed Agreement, including its service-related terms, conditions, requirements, specifications, or minimum performance standards. ***THE FINAL VERSION MAY CONTAIN NEW OR DIFFERENT TERMS.***

City of Brawley

RFP for Public Outreach Services aimed at Local Municipal Election Ballot Measure

PF: 1 – PROPOSER’S GENERAL INFORMATION FORM
STATE LEGISLATIVE LOBBYIST & ADVOCACY SERVICES PROPOSAL

Date: _____, 20__ Business Name _____

Tax Identification No.: _____ Contact Person _____

Address: _____ City: _____

Telephone: _____ Email _____

1. BUSINESS ORGANIZATION / STRUCTURE

1.1 Your firm is a:

- Corporation Sole Proprietorship Partnership
 Limited Liability Company Other _____

1.2 If your firm is a corporation, answer the following:

1.2.1 Corporate ID Number _____

1.2.2 Owner / President’s name: _____

1.2.3 Is your firm a publicly traded corporation?
 Yes No

1.3 In the past five years, has any governmental entity ever: (a) investigated, cited, disciplined, or assessed any penalties against your firm or any of its owners, partners, officers, or employees, or (b) determined or concluded that your firm or any of its owners, partners, officers, or employees violated any laws, rules or regulations?
 Yes No

If **Yes**, identify the government entity, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

1.4 Has your firm ever failed to fulfill or perform – either partially or completely – a contract or an agreement with a government entity or a client?
 Yes No

If **Yes**, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

City of Brawley

RFP for Public Outreach Services aimed at Local Municipal Election Ballot Measure

PF: 2 – REFERENCE FORM

Complete the references below for general information. For detailed project information about each project (i.e. marketing materials, pictures, correspondence, ect.), please include immediately following this form.

1. Name: _____ Phone Number: _____

Address: _____

Contract Award Date: _____ Contract End Date: _____

Description of Services Provide:

2. Name: _____ Phone Number: _____

Address: _____

Contract Award Date: _____ Contract End Date: _____

Description of Services Provide:

3. Name: _____ Phone Number: _____

Address: _____

Contract Award Date: _____ Contract End Date: _____

Description of Services Provide:

City of Brawley

RFP for Public Outreach Services aimed at Local Municipal Election Ballot Measure

PF: 4 – TABLE OF EXCEPTIONS

Proposer must state whether its proposal does or does not fully comply with the requirements as defined in this RFP and will provide a detailed list of exceptions to the Scope of Services, proposed professional Services Agreement, or any other requirements of the RFP, including all exhibits, forms, and appendices. List of exceptions will be inserted in the table form below and identify the page, selection number, provision and exception, non-conformance and/or substitute language proposed. Failure to identify any items of non-compliance will result in the City assuming compliance. Changes to the Proposed Professional Services Agreement may not be considered or negotiated if not submitted as part of the proposal. The City, at its sole discretion, may modify or reject any exception or proposed change.

Provision/Exception-Non conformance and/or Subtitle Language

Pg.	Section #	Exception and Proposed Language

By Signing below, I understand that the information above lists all exceptions expressed by this firm in response to the RFP issued by the City of Brawley for state legislative lobbyist & advocacy services proposal

Dated this day ____ of _____, 20__

(Authorized Signature)

(Title)

City of Brawley

RFP for Public Outreach Services aimed at Local Municipal Election Ballot Measure

PF: 5 – SCHEDULE OF FEES/COST PROPOSAL

Proposer will provide the following fees that will be used to complete the required services. This pricing will be in effect for the duration of the contract term.

CITY PROFESSIONAL SERVICES CONTRACT

CITY OF BRAWLEY

PROFESSIONAL SERVICES AGREEMENT WITH

[Insert full name of Consultant and Project Name and/or number]

This Agreement for Professional Services (“Agreement”) is made and entered into by and between the City of Brawley (“City”), a California municipal corporation, and _____ [Complete name of legal business entity], a _____ [Business status, such as a California corporation] (“Consultant”). City and Consultant are referred to individually as “Party” and collectively as “Parties.”

Recitals

- A. City desires to retain Consultant to perform XXX services; and
- B. [Include a brief description of the procedures that led up to the Agreement. If an RFP was issued, the Recitals should include the following general information: “On ____, the City issued a Request for Proposals (RFP) for the _____ [full project name and number] (Project). On _____, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.”]
- C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D. This Agreement was approved by Brawley City Council on _____, 2021.

Now therefore, the Parties mutually agree as follows:

1. Scope of Services. Consultant shall perform the services described in Exhibit “A” attached and incorporated by reference (the “Services”). Consultant represents and warrants that they are a provider of first-class work and/or services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow industry standards in performing the services required hereunder, and that all materials, if any, will be of good quality, fit for the purpose intended.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit “A.” Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contracting Officer, or assigned designee.

2.1 Term. Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on _____ and end on _____ (“Initial Term”). This

Agreement may be extended for an additional XX years upon mutual agreement and amendment by both parties ("Extended Term").

2.2 Contract Officer. The "Contract Officer", otherwise known as Name, Title, or assigned designee may be designated in writing by the City Manager of the City. It shall be the Consultant's responsibility to assure that the Contract Officer, or assigned designee, is kept informed of the progress of the performance of the services, and Consultant shall refer any decisions, that must be made by City to the Contract Officer, or assigned designee. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer, or assigned designee.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," (the "Schedule of Compensation") attached and incorporated by reference for services performed under this Agreement. The method of compensation set forth in the Schedule of Compensation includes payment for time and materials based upon Consultant's rate schedule.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed amount in dollars (\$XX,000.00). Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed in accordance with the terms of this Agreement, including times and dates or number of hours worked, and names of persons performing the services. Upon approval in writing by the Contract Officer, or assigned designee, City will pay Consultant for all items stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City's Finance Department.

3.3 Compensation for Additional Services. Any compensation for additional services amount to five percent (5%) or less of the Contract Sum may be approved by the Contract Officer, or assigned designee. Any great amount of compensation for additional services must be approved by the Brawley City Council, the City Manager, or Department Head, depending upon City laws, regulations, rules, and procedures concerning public contracting. Under no circumstance shall Consultant receive compensation for additional services unless prior written approval for the Additional Services is obtained from the Contract Officer, or assigned designee.

3.4 Force Majeure. The time period specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than the City, and unusually severe weather, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer, or assigned designee, in writing of the cause of the delay. The Contract Officer, or assigned designee, shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the forced delay when and if in the Contract Officer's judgement such delay is justified.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising

out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, "City" means the City, its elected and appointed officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein. Consultant shall provide Certificate of Insurance to City along with all required endorsements. Certificate of Insurance and endorsements must be approved by City's Risk Manager prior to commencement of performance.

5.1 Commercial General Liability "per occurrence" coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.1.1 Must include the following endorsements:

General Liability Additional Insured (The City including its elected officials, officers, employees, agents, and volunteers)
General Liability Primary and Non-contributory

5.2 Automobile Liability "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage. Personal Auto Declaration Page if applicable.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.3.1 Must include the following endorsements:

Workers Compensation with Waiver of Subrogation
Workers Compensation Declaration of Sole Proprietor if applicable

5.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5. For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City may terminate this Agreement at any time, by giving a thirty (30) days' written notice to Consultant. Upon termination, Consultant shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant for this Agreement. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specially approved by the Contracting Officer, or assigned designee. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. If any dispute arises between the City and Consultant that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

7.1 California Law. The Agreement shall be interpreted, construed, and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Inasmuch as performance hereunder shall occur in Imperial County, California, and legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Imperial, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Notification of Dispute. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore.

7.3 Retention of Funds. During the period of time that the Consultant is in default, City shall hold all invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during any period of default.

7.4 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees; provided, however, that the attorney's fees awarded

pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing party in the conduct of the litigation. Attorney's fees shall include attorney's fees on appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation.

7.5 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

8. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

9. City Cooperation. City shall provide Consultant with any plans, publications, reports, statistics, records, or other data or information pertinent to the Services to be performed hereunder which are reasonably available to Consultant only from or through action by City.

10. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits, compensation, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the City. Except for the Contract Sum paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws.

11. Conflicts of Interest. Consultant (including its employees, agents, and sub-consultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.

No officer or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other compensation for obtaining this Agreement.

12. Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event or any default or breach by City or for any amount which may become due to Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

13. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

14. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or sent by prepaid mail to the other party to the addresses listed below. Either party may change its address by notifying the other party of the change of address in writing.

To City:

To Consultant:

Sample
Draft

With a copy to:

City Attorney
William Smerdon
PO Box 1319
Brawley, CA 92227

15. Miscellaneous Provisions.

15.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

15.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties and approved by Consultant and by the City Council of City.

15.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

15.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

15.5 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

15.5.1 Wage and Hour Compliance. Consultant shall comply with applicable Federal, State, and local wage and hour laws.

15.5.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any sub-consultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sexual orientation or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

15.6 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

15.7 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement, including a City of Brawley business license, if applicable. Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the Services required by this Agreement, and shall indemnify, defend (with counsel selected by the City), and hold City, its elected officials, officers, employees, and agents, free and harmless against any such fees. Consultant shall be responsible for all subcontractors' compliance with this Section.

15.8 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

15.9 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

15.10 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

15.11 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

16. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

17. Representative of Contracting Parties. The following principles of Consultant (“Principles”) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the Services specified herein and make all decisions in connection therewith. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

Sample
Draft

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

CITY OF BRAWLEY
a California Municipal Corporation

CONSULTANT

By: _____

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

ATTEST:

Name: _____

Title: _____

Thomas Garcia, City of Brawley Deputy City Clerk

Date: _____

APPROVED AS TO FORM:

Sample

By: William Smerdon, City Attorney
City of Brawley, California

Draft

EXHIBIT A
Scope of Services

1. Services to be Provided.:

**Sample
Draft**

EXHIBIT B
Schedule of Compensation

The maximum total compensation to be paid to Consultant under this Agreement is not to exceed XX (\$XX) encompassing the initial and any extended terms ("Contract Sum"). The Contract Sum shall be paid to Consultant in installment payments made on a monthly basis.

**Sample
Draft**