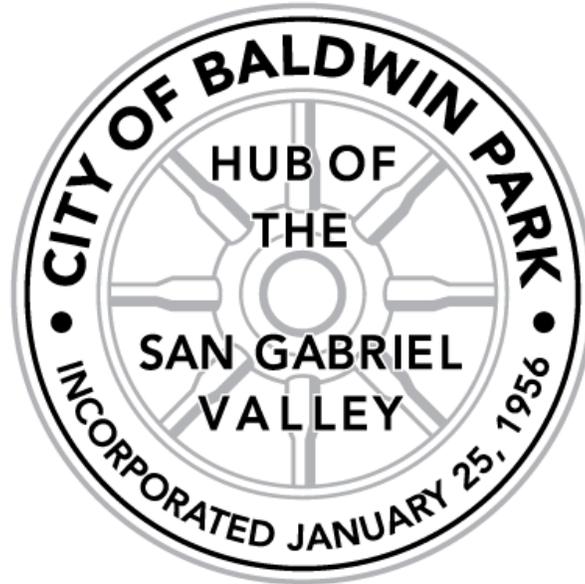


# City of Baldwin Park



## **REQUEST FOR PROPOSALS** **Communications and Social Media Services**

RFP Circulation Date: April 12, 2021

Proposal Submission Deadline: May 10, 2021

# INTRODUCTION and INSTRUCTIONS

Dear Proposers:

The City of Baldwin Park (hereinafter referred to as the “City”) is requesting proposals from professional companies with experience in providing municipal **communications and social media services**.

The proposals will be reviewed and ranked according, but are not limited to, understanding and knowledge of the requirements as set forth in this RFP, reliability, cost, references of comparable services, resumes/references of personnel assigned, and if any, distinguishing features, skills and/or services proposed.

For the purposes of this RFP, the words “Proposer”, “Bidder”, “Contractor”, “Consultant”, and “Vendor” shall be used interchangeably and read to be the same. Failure to submit all the mandatory components of this RFP may result in the determination that the Proposal is not eligible for further consideration. As such, each Proposer is directed to carefully review the proposed Agreement (Attachment A) and the insurance and indemnification provisions therein.

## **Scope of Required Services**

The City is seeking a communications and social media services provider (“Consultant”) to augment the work of City Staff through a two-year Professional Services Contract. The ideal Consultant will have a broad understanding of local government services and communication tools as well as an understanding of the City of Baldwin Park and the greater San Gabriel Valley. A core value of the City is effective communications and community outreach. To better achieve these goals, the City is seeking a Consultant that can provide items 1 thru 8 which are considered as part of the base contract, and Items 9-10 are considered optional and should be proposed at time plus materials:

1. Social media management including posting and monitoring sites across common digital platforms such as Facebook, Twitter, Hootsuite, LinkedIn, and YouTube;
2. Draft up to four news articles/press releases per month;
3. Maintain an editorial calendar for City stories and newsletter;
4. Conduct an audit of current communication tools and streamline current and/or develop other effective communication tools that will help in a variety of media formats regarding activities, programs, projects and strategic initiatives;
5. Measure and report communication outcomes;
6. Provide graphic designs and printing services on marketing materials such as flyers and banners (preferred, not required).

7. Meet quarterly with leadership team to develop communication calendar;
8. Provide regular meetings City P.O.C. to prioritize strategy;
9. Capabilities of video production services that can be provided;
10. Photography services

**RFP Schedule**

The following is a tentative schedule of this entire RFP process.

<b>TENTATIVE SCHEDULE</b>	
RFP Published:	April 12, 2021
Proposals Due:	May 10, 2021 by 5 p.m.
Review of Proposals:	May 17, 2021
Anticipated Contract Award:	June 2, 2021
Anticipated Start Date:	July 1, 2021

**Submittal Information**

**Proposals are due on May 10, 2021 by 5:00 P.M. local time.** It is the sole responsibility of the Proposer to ensure their RFP is submitted to the City of Baldwin Park City Clerk’s Office in a sealed and clearly labeled envelope before the stated deadline. The City shall not be held liable for complications arising due to connectivity or network issues.

**RFP Administrator:** Lourdes Morales, Chief Deputy City Clerk  
 Email: [lmorales@baldwinpark.com](mailto:lmorales@baldwinpark.com)

**Permits and Licenses**

The successful Proposer and all employees or agents shall secure and maintain in force such licenses and permits, as are required by law, including a City of Baldwin Park business license.

**Fees for Services**

Fees for Base Services should be proposed as a per month retainer and time and materials for optional components. All fees for services are to remain firm for the length of the contract. Increases in fees, if any are proposed, after the initial first year term must be clearly stipulated on the Cost Proposal page submitted with the proposal.

**Execution of the Contract**

The **Professional Services Agreement** in the form set forth in Attachment A, attached hereto, shall be executed by the successful Proposer, returned to the City for execution, and shall be accompanied by evidence of insurance as required, all within five (5) calendar days after the Proposer has received notice of award of contract. No proposal shall be considered binding

upon the City until it has been executed by the City. The failure of the successful Proposer to execute the contract and to submit evidence of insurance as, and within the time, required shall be cause for the annulment of the award.

**Indemnification**

Consultant shall defend, indemnify and hold harmless the City from and against all damages and liability caused by the negligent actions or willful misconduct of the Consultant or its employees, agents, or representatives. Consultant shall not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the City or any of its employees, agents, or representatives acting in an official capacity.

**Insurance**

Specific insurance requirements are noted in Attachment A, and evidence of the insurance coverages will need to be in place before starting work. The City will require certificates of insurance and required endorsements when the successful Proposer submits a signed contract to the City. Proof of insurance is not necessary to submit a Proposal, but the Proposer must be prepared to meet all City insurance requirements, if the Proposer is awarded the contract.

It is highly recommended the Proposer confer with their respective insurance carriers or brokers to determine, in advance of proposal submission, the availability of insurance certificates and endorsements as prescribed in Attachment A. At a minimum, the successful Proposer will be required to maintain the following coverage with the specified limits:

Type of Insurance	Amount
<b>General Liability</b> (with additional insured & primary/non-contributory endorsements)	<b>\$1 million per occurrence</b>
<b>Automotive Liability</b>	<b>\$1 million combined single limit each accident</b>
<b>Worker’s Compensation / Employer’s Liability</b> (with waiver of subrogation endorsement)	<b>Statutory Limits / \$1 million per accident or disease</b>

**Identifying Proprietary Information; Public Records Act**

A Proposer must identify, and 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.

By listing the documents, the Proposer agrees to indemnify, defend, and hold harmless the City, 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.

### **Cost for Preparing Qualifications**

Costs for developing the qualifications in response to this RFP are the sole responsibility and obligation of the Proposer and shall not be chargeable in any manner to the City.

### **Conflict of Interest**

All Proposers responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in the procurement. An organizational conflict of interest means that due to other activities, relationships, or contracts, a Proposer is unable, or potentially unable, to render impartial assistance or advice to the City; a Proposer's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or a Proposer has an unfair competitive advantage.

# QUALIFICATIONS GUIDELINES

Proposals should be prepared simply and economically, providing a straightforward and concise explanation of the capabilities of the Proposer to satisfy the requirements of this RFP. Emphasis in the submission of the Proposals should be placed on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer.

## **Contents of the Qualifications**

### Vendor Information Form and Cover Letter

Complete the Vendor Information Form and attach it to the cover letter. The cover letter should summarize key elements of the Proposal. An individual authorized to bind the Proposer must sign the letter. The letter must stipulate the proposal price will be valid for thirty (30) days. Indicate the address and contact information of the office from which the Project will be managed.

### Firm Experience

Provide a summary of projects that are similar in scope (limit to the most applicable and recent) to the type of services noted herein. The summary should include client name, description, project team, date completed, and total project cost.

### Project Team

Provide the names and qualifications of the key individuals who will be responsible for delivering these services, their respective roles, and the organizational structure of the team. Technical support staff should be included if they will perform a significant role in the preparation of the work products. If the firm has multiple offices, the office of record for each team member shall be listed as well as the primary office location where the work is to be performed.

After the contract is signed, the successful Proposer may not replace key staff unless their employment is terminated or agreed to by the City. The City must approve replacement staff before a substitute person can be assigned to provide the services. The City reserves the right to request the successful Proposer replace a staff member assigned to the project should the City consider such a replacement to be in the best interest of the City.

### Samples of Work

Please provide samples or links to work including but not limited to:

- Social media content that illustrates a city’s brand or created for a specific city informational campaign
- Design/layout of a print publication that includes a writing sample
- Graphic design work on a flyer or banner

#### Cost Proposal

Provide the total direct and indirect costs to complete all tasks identified in the Scope of Work, or as modified by a proposed alternate approach. The Cost Proposal should also detail all individual key staff members, and their hourly billable rate. Include a list of any sub-consultants proposed for the project, the scope work and cost for each sub-consultant, and the approximate percentage of the work (as a percentage of the total project) to be performed by each sub-consultant.

#### **Disclosure**

Please disclose any and all past or current business and personal relationships with any current City elected officials, appointed officials, City employees, or family members of any current City elected official, appointed official, or City employee. Any past or current business relationship may not necessarily disqualify the firm from consideration.

#### **Sample Agreement**

The firm selected by the City will be required to execute a Professional Services Agreement (“Agreement”) with the City. The form of the Agreement is enclosed as Attachment A, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions of the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

#### **Conditions for Qualifications Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services, including cost of responding to this RFP. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. All qualifications will become the property of the City. If any proprietary information is contained in the qualifications, it should be clearly identified.

# EVALUATION and AWARD

Proposals will first be reviewed to ensure compliance with the terms of this RFP. Non-compliant or non-responsive qualifications will be rejected. The City will then evaluate and rank the qualifications in accordance with the criteria set forth below.

## **Selection Process**

Selection will be based upon the Proposer's current ability to provide the highest level of quality services that meets the requirements and goals of this RFP, the needs of the City, and provides the best value to the City. The City shall employ a two-step process to select a Consultant for this Project, with an option for a third step, if necessary.

### Responsive Screening

Proposals will be first screened to ensure responsiveness to the RFP. The City may reject as non-responsive, any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarification or additional information from any or all Proposers regarding their proposals. The City may reject a proposal in which a proposer's approach, qualifications, or price is not considered acceptable by the City.

### Proposal Review

City staff will review and score all responsive written proposals based upon the Evaluation Criteria in this RFP. Each criterion shall be assigned a unique scoring weight based on the significance of each criterion to the overall success of the Project. The City may also contact Proposer's references.

The City may conclude the evaluation process at this point and recommend award to the best qualified proposer. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City, prior to making a recommendation or selection.

The City reserves the right to initiate a third step which shall involve an interview of Firms that receive the highest evaluation scores. Firms invited to this third step shall have their interviews evaluated and scored, with the average interview score combined with the scores from the previous two steps, resulting in a new aggregate score.

# ATTACHMENTS

## RFP SUBMITTAL CHECKLIST

1. Submittal Checklist
2. Vendor Information Form
3. Proposal
4. Acknowledge Insurance Requirements

Bidder acknowledges the review of, and agreement to comply with the City's insurance requirements.

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Authorized Signature

5. Acknowledge Workers' Compensation Insurance Requirements

Bidder acknowledges the review of, and agreement to comply with the statutory Workers' Compensation insurance requirements.

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Authorized Signature

6. Acknowledge City Business License Requirement

Bidder agrees to comply with the City's business license requirement.

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Authorized Signature

# VENDOR INFORMATION FORM

Legal Contractual Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person & Title: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Your Firm is: **(check one)**

Corporation

Limited Liability Partnership

Partnership

Sole Proprietorship

Individual

Joint Venture

If Corporation, incorporated under laws of the State of: \_\_\_\_\_

Names of Individuals with Authorization to sign contracts (Corporations and Partnership require at least two signatures):

Federal Tax Identification Number: \_\_\_\_\_

City of Baldwin Park License Number: \_\_\_\_\_

(Baldwin Park business license will be required of the successful Proposer)

**SAMPLE AGREEMENT**  
**CITY OF BALDWIN PARK**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and effective as of \_\_\_\_\_ (“Effective Date”), by and between the **CITY OF BALDWIN PARK**, (“City”) and **INSERT CONSULTANT** a California corporation (“Consultant”). City and Consultant may sometimes herein be referred to individually as a “party” and collectively as the “parties.” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

**1. TERM**

This Agreement shall commence on the Effective Date and shall remain and continue in effect until \_\_\_\_\_, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the parties.

**2. SERVICES AND PERFORMANCE**

- A. Consultant shall provide the City with the services described in the Scope of Work attached hereto as Exhibit “A.”
- B. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first-class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder.
- C. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without the prior written approval of City, which may be given or withheld at City’s sole and absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or in part the services required hereunder, or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) this Agreement.
- D. 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.
- E. Consultant shall provide all services rendered hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though they

were included.

**3. COMPENSATION**

- A. Subject to subparagraph (b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”
- B. In no event shall the total amount paid for services and reimbursement of expenses rendered by Consultant under this Agreement exceed the sum of **ANNUAL AMOUNT** in year one based on a year one monthly retainer of **MONTHLY AMOUNT**. In year two, the total amount paid for services and reimbursement of expenses rendered by Consultant under this Agreement shall not exceed the sum of **ANNUAL AMOUNT** based on a monthly retainer of **MONTHLY AMOUNT**.
- C. Consultant shall be paid on a monthly basis and shall submit monthly invoices/reports to City, as provided more specifically in Exhibit B hereto, within ten (10) days following the end of each billing cycle, showing actual services performed. Consultant shall be paid on the next regular council warrant after all required paperwork is submitted. If the City disputes whether Consultant has earned its fee or any portion, City shall give written notice to Consultant within thirty (30) days of receipt of Consultant’s monthly report stating the basis for such dispute.

**4. MANAGEMENT**

- A. For purposes of this Agreement, the City designates the following individual as its Project Manager:

Shannon Yauchzee  
City Manager/CEO  
14403 Pacific Ave.,  
Baldwin Park,  
CA 91706  
(626) 960-4011  
syauchzee@baldwinpark.com

- B. For purposes of this Agreement, the Consultant designates the following individual as its Project Manager:

NAME  
TITLE  
ADDRESS  
PHONE  
EMAIL

- C. Either Party may change its Project Manager or contacts upon written notice to the other Party.

**5. SUSPENSION OR TERMINATION OF AGREEMENT**

- A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (a), Consultant shall submit a final report to the City pursuant to Section 3, and City shall be entitled to receive a return of the fee paid to Consultant, or portion thereof, if the reason for the termination is failure by Consultant to have timely performed the services set forth in Exhibit "A." In City's sole and absolute discretion, prior to effecting a suspension or termination pursuant to this subparagraph (a), the City may first serve upon the Consultant a written notice of the default specifying the default and the amount of time that Consultant shall have to cure, correct, or remedy the default. In the event that the Consultant fails to cure the default within the specified period of time, the City shall have the right to immediately terminate this Agreement pursuant to subparagraph (a). Notwithstanding any other provision of this Agreement to the contrary, City's termination of this Agreement pursuant to this subparagraph (a) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.
- B. Consultant may terminate this Agreement only due to a material breach by City, and only upon not less than thirty (30) days' prior written notice to the City which notice shall specify the material default. Upon receipt of such notice, City may, but shall not be obligated to, effect to remedy of such default.

## **6. RECORDS AND OWNERSHIP OF DOCUMENTS**

- A. Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to produce an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of six (6) years after receipt of final payment
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. Consultant shall provide such items to City promptly upon completion of the Agreement. Any use of such documents

for other projects by the City shall be without liability to Consultant.

- C. Any information gained by Consultant in the performance of this Agreement shall be considered confidential and such information and the reports, records, documents and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly or to any other client of Consultant without the prior written approval of the City Manager.

## **7. INDEMNIFICATION**

Consultant shall defend, indemnify and hold harmless the City from and against all damages and liability caused by the negligent actions or willful misconduct of the Consultant or its employees, agents, or representatives. Consultant shall not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the City or any of its employees, agents, or representatives acting in an official capacity.

## **8. INSURANCE**

Without limiting Consultant's indemnification obligations as set forth in this Agreement, the Consultant shall procure and maintain, at its sole cost and expense, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

- A. Commercial General Liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per occurrence.
- B. Business Auto Coverage written on a per accident basis in an amount not less than \$1,000,000 per accident. If Consultant or Consultant's employees use personal autos in connection with the performance of work under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.
- C. Worker's Compensation providing statutory benefits as required by California law.
- D. Professional Liability or Errors and Omissions Insurance designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate.
- E. All of the insurance policies required hereunder, except the worker's compensation insurance, shall comply with the following requirements:
  - (1) All insurance shall be written by insurers that are admitted and licensed to do business in the State of California and with A.M. Bests rating of B++ or better and a minimum financial size VII.

- (2) The policies shall be endorsed to name the City and its officers, officials, employees, agents, and volunteers as additional insureds.
  - (3) All of Consultant's insurance: (i) shall contain no special limitations on the scope of protection afforded to the additional insureds; (ii) shall be primary insurance and any insurance or self-insurance maintained by the additional insureds or any of them shall be in excess of the Consultant's insurance and shall not contribute with it; (iii) shall be "occurrence" rather than "claims made" insurance; (iv) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (v) shall prohibit Consultant from waiving the right of subrogation prior to a loss except for professional liability; and (vi) shall not contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.
  - (4) The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change.
- F. Consultant shall renew the required coverage annually as long as City or its employees or agents face an exposure from the Consultant's operations pursuant to this Agreement. Termination of this obligation shall survive the termination or expiration of this Agreement and shall not be effective until City executes a written statement to that effect.
- G. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance evidencing the above insurance coverages and said Certificates of Insurance are reasonably approved by the City. Certificates are to reflect that the insurer will provide 30 days written notice to City of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or cancelled for any reason, the Consultant shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Paragraph 8.
- H. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
- I. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice but has the right to monitor the handling of any such claim or claims if they are likely to involve City.

## **9. INDEPENDENT CONSULTANT**

- A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

#### **10. NO UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

#### **11. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to the Agreement during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

#### **12. COVENANT AGAINST DISCRIMINATION**

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

#### **13. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES**

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

#### **14. NOTICES**

Any notices which either party may desire to give or may be required to give to the other party under this Agreement must be in writing and may be given either by (a) personal service, or (b) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (c) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

If to City: Shannon Yauchzee  
City Manager/CEO  
14403 Pacific Ave.,  
Baldwin Park,  
CA 91706  
(626) 960-4011  
syauchzee@baldwinpark.com

If to Consultant: BUSINESS NAME  
CONTACT NAME  
ADDRESS  
CITY, STATE, ZIP CODE

#### **15. GOVERNING LAW; ATTORNEY'S FEES; LITIGATION MATTERS**

The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall Consultant be entitled to economic or consequential damages or to punitive damages. In the event of any litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney fees, expert witness fees, and other related expenses. The Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the parties hereto concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Nothing herein is intended to, or does, waive any claims presentation requirement under the Tort Claims Act, or otherwise, for actions against a public entity. Service of process on Consultant shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

#### **16. RIGHTS AND REMEDIES ARE CUMULATIVE; AND WAIVER**

- A. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- B. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

## **17. SEVERABILITY**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

## **18. INTERPRETATION; ENTIRE AGREEMENT**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect.

## **19. EXECUTION OF CONTRACT**

Each party represents and warrants to the other that (i) such party is duly organized and existing, (ii) the person whose signature appears below on such party's behalf is duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[end –signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the Effective Date.

**CITY OF BALDWIN PARK**

**BUSINESS NAME**

By.

By: City Manager  
AUTHORIZED SIGNATORY

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

**EXHIBIT B**  
**SCHEDULE OF CHARGES/PAYMENTS**