



NOTICE INVITING
REQUEST FOR QUALIFICATIONS/PROPOSALS (RFQ/RFP)
FOR
STRATEGIC COMMUNICATIONS, MEDIA,
AND PUBLIC RELATIONS SERVICES

NOTICE IS HEREBY GIVEN that the City of Agoura Hills, California ("City") invites **electronic proposals only** no later than 3:00 p.m. on Friday, August 27, 2021, for Strategic Communications, Media, and Public Relations Services.

One (1) proposal containing BOTH the Technical Qualifications Proposal and the Cost Proposal for Strategic Communications, Media, and Public Relations Services must be submitted by using the electronic submission process only by the deadline above. The Technical Qualifications Proposal and Cost Proposal shall be combined in the same document, with the Cost Proposal included as the final appendix of the document.

The proposal shall be limited to twenty (20) pages (including any appendix material). A cover letter shall guarantee that key personnel, or equally qualified replacements, will be committed to perform the required tasks throughout the duration of the contract. A fee schedule shall be included with the proposal submittal.

Proposals must be submitted on the City's Bid Forms available to registered vendors at www.agourahillscity.org by selecting "Business" tab on the home page then "Current Bids and Requests for Qualifications/Proposals" tab, which will enter "Plant Bids". <https://www.planetbids.com/portal/portal.cfm?CompanyID=39478>. The contract documents may be downloaded at no charge. Electronic modifications to or withdrawal of bids may be made by the bidder prior to the bid closing deadline. No faxed or email proposals will be accepted.

Proposers shall submit their proposals via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission are stated in the Notice Inviting RFQ/RFPs. City shall not accept RFQ/RFPs otherwise transmitted. No oral, telephonic, or facsimile bids will be considered.

Proposers experiencing any technical difficulties with the bid submission process may contact the Planet Bids system support at 818-992-1771. If you continue to have

difficulty, call Ramiro Adeva, Assistant City Manager, at 818-597-7353, or Amber Victoria, Executive Assistant, at 818-597-7316. Neither the City, nor the City's bid management system, make any guarantees as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission date and/or time. Proposals will be received by the City via the electronic bid management system up to the date and time shown in the Notice of Requesting Proposals. It is the Proposer's sole responsibility to ensure that the proposal is received as specified. Proposals may be submitted earlier than the date and time indicated. Proposals will be opened at the date and time stated in the Notice of Request for Qualifications and Cost Proposals. Proposal results will be made available to the public on the City's website in the electronic bid management system.

City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. Incomplete or non-conforming bids will also be rejected.

Any inquiries regarding this Notice Inviting RFQ/RFP should be directed to, Ramiro Adeva, Assistant City Manager at 818-597-7353 or via email to radeva@agourahillscity.org.

The City of Agoura Hills reserves the right to open all proposals submitted. The right is reserved to reject any and all proposals, to accept one part and reject the other, and/or award an order or orders as will best serve the interest of the City of Agoura Hills. In the event of any such rejection, the City shall not be liable for any costs incurred in connection with the preparation and submittal of a bid. Incomplete or non-conforming bids will be rejected.

PURPOSE

The purpose of this Request for Proposal (RFP) is to identify the appropriate consultant to support the City of Agoura Hills' strategic communications, media relations, and public relations priorities. The City of Agoura Hills continually works to improve processes to increase community awareness, responsiveness, and engagement. Our desired partner will have the capacity to, among other things:

- Provide strategic counsel and direction, actively share and promote our message(s) consistent with the City Council's and City Manager's direction,
- Amplify City-successes
- Minimize the impact of controversial issues
- Play an active role in implementation of the City's approved Strategic Communications Plan, and
- Assist the City in being in the best position to meet the communication needs of the residents and businesses of Agoura Hills.

Additionally, the selected firm will be responsible for assisting in the development and support of the City's public relations and efforts to maximize communications efforts aimed at key news and media outlets. The selected firm must be able to provide strong media & PR strategic insight and message development to assist the City with proactive messaging campaigns, and effective approaches to handling emergencies and/or crises management.

SELECTION PROCEDURE

The following is an outline of the procedures the City will use in the selection process:

- A. A Selection Committee is comprised of City personnel and, if the City chooses, other agency personnel.
- B. The Selection Committee reviews and evaluates the proposals submitted. If necessary, the Selection Committee may conduct oral interviews via phone, in-person meeting, or Zoom.
- C. The Selection Committee ranks the firms based on the evaluation criteria, and the completeness of the proposal, and makes a final recommendation.
- D. Negotiations will take place with the primary firm on the final scope of work, contract, and proposal price.

Post Selection: Upon completing the selection process under this RFP, the City will notify the winning proposer and all other proposers who were not selected.

EVALUATION CRITERIA

The City will establish a committee to evaluate and rate all proposals based on the following criteria.

Criteria	Max Points	Score
1. Overall Experience: Evaluation will include an assessment of such items as history of your company or professional experience, as it relates to the requirements within this RFP.	20	
2. Scope of Work: An assessment of the quality of proposed strategies, creativity, detail of plan, and related items.	20	
3. Familiarity with the City: An assessment of your understanding of our organization and how you incorporated this knowledge into your proposal, and related items.	10	
4. Qualifications of Personnel: An assessment of the qualifications and experience of your managerial team, staff, and subcontractors and related items.	15	
5. Capabilities: Evaluation will include an assessment of your past performance related to developing effective strategic counsel, communications plans, messaging, etc.	20	
6. Cost Effectiveness: An assessment of whether the proposed budget is reasonable and appropriate and if the proposed services are cost effective in relation to the fees charged and value of overall project.	15	
TOTAL POINTS	100	

PROPOSAL REQUIREMENTS

The proposal shall include the following:

1. **Understanding Scope of Work** – Please describe your understanding of the services to be performed and/ or the product to be provided.
2. **Methodology and Work Plan** – Please provide a brief description of the proposed work program and techniques to complete the scope of work. The work program should demonstrate your firm’s ability to conduct these services in a professional and efficient manner.
3. **Experience and Qualification of Firm** – Please list similar services successfully accomplished within the last three (3) years.

4. **Key Personnel** – Please provide the names and qualifications of the key personnel assigned for this contract.
5. **References** – Provide a list of references from the past and current clients within the last three (3) years.
6. **Fee Proposal** – The fee proposal is considered a criteria, but is not the sole factor in the selection process.

The consultant shall furnish a fee schedule for the proposed services. The fee schedule shall include the following:

- Hourly rate for each personnel category.
- Any other additional charges to complete the services required of this contract.

TENTATIVE SCHEDULE

- | | |
|--|---------------------------|
| 1. Solicit for Proposals | August 6, 2021 |
| 2. Submission Deadline (Electronic only) | August 27, 2021 |
| 3. Oral Interviews (if necessary) | August 30-31, 2021 |
| 4. Negotiations | September 1, 2021 |
| 5. Award Contract | September 8, 2021 |

* Dates are subject to change at City’s discretion.

CONTRACT TERMS

Professional Services Agreement

No agreement shall be binding upon the City until a Professional Services Agreement is completely executed by the Consultant, City Council, and approved by the City Attorney. Failure to execute and return the contract agreement and acceptable insurance documentations in a timely manner may be just cause for the City to rescind the contract offer. A copy of the Professional Services Agreement is attached as Attachment A.

Minimum Insurance Requirements

The Consultant shall, at its own expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultants, its agent, representatives, employees, or subcontractors. Consultants

shall also require all of its subcontractors assigned to the project to procure and maintain the same insurance requirement for the duration of the Agreement. Specific insurance requirements are outlined in the Professional Services Agreement (attached hereon as Attachment A).

PROPOSED SCOPE OF WORK

The consultant's services shall include, but not be limited to, any combination of the following (estimated 15-20 hours per week):

- Participate in City's Public Information Team ("PIT crew"), and assist with weekly messaging strategy and content.
- Review and assist in implementation of City's Strategic Communications Plan.
- Website review for overall consistency, clarity, and appearance, up-to-date content.
- Provide guidance and recommendations on appropriate use of various media platforms, including but not limited to, website, local Acorn newspaper, social media outlets such as Facebook, Instagram, Twitter, and Nextdoor, and the City's Emergency Notification System, CodeRED.
- Prepare press releases, speeches and/or talking points, articles, ads, social media posts, and other communication materials for public distribution/consumption.
- Plan press conferences and draft speeches for major news announcements and/or to address crises.
- Be active member of City's Emergency Operations Team when needed, and be available for timely responses and communication to the public. These include, but are not limited to, regular information distribution to the community, verbal and/or written updates to the City Council, and/or coordination with City staff for effective and consistent messaging. Be an information liaison to outside agencies during an emergency event.
- Develop policies and/or assist with training elected officials and/or city staff for working effectively with the media and/or media platforms.
- Collaborate with members of the Executive Management Team to ensure consistent and uniform messaging across all departments.
- Prepare draft responses for elected officials and/or city staff for information requests from community media outlets.
- Assure quality and appropriateness of internal and/or external communication.

- Attend and provide feedback to Communications Subcommittee.
- Identify/recommend strategies to boost social media following.

Attachment A

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY OF AGOURA HILLS AND _____ **(INSERT NAME OF COMPANY)**

THIS AGREEMENT is made and effective as of _____, 20__ , between the City of Agoura Hills, a municipal corporation ("City") and _____ ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on _____, 20__ , and shall remain and continue in effect until tasks described herein are completed, but in no event later than _____, 20 __, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Consultant shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PAYMENT

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed (\$ _____) **[Insert written/numeric contract dollar amount here (e.g., One Hundred Ten Thousand Five Hundred Twelve Dollars and Zero Cents (\$110,512.00)), excluding the contingency amount if asking for contingency. Amount exceeding \$25,000 requires City Council approval]** ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

B. The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

C. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

D. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section entitled "PAYMENT" herein.

6. DEFAULT OF CONSULTANT

A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.”

7. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to sales, 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 permit 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 three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, 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. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. INDEMNIFICATION

A. Indemnity for Design Professional Services. In the connection with its design professional services, Consultant shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent consultants in the role of City officials (collectively, “Indemnitees”), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys’ fees and costs of defense (collectively, “Claims” hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate in whole or in part to the negligence, recklessness, or willful misconduct of

Consultant or any of its officers, employees, sub-consultants, or agents in the performance of its professional services under this Agreement.

B. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Paragraph 8.a. above, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to acts or omissions of Consultant or any of its officers, employees, sub-consultants, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Section 8.b. shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

9. INSURANCE REQUIREMENTS

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

(Note: If Consultant does not have employees the language of item #3 is to be changed to read as follows: Worker's Compensation insurance is required only if Consultant employs any employees. Consultant warrants and represents to the City that it has no employees and that it will obtain the required Workers Compensation Insurance upon the hiring of any employees.)

4) Professional Liability coverage: One million (\$1,000,000) per claim and in aggregate.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or

automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Consultant's insurance 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.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

G. Verification of Coverage. Consultant shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

10. INDEPENDENT CONSULTANT

A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services and tasks under this Agreement on behalf of Consultant shall not be City employees and shall at all times be under Consultant's exclusive direction and control. Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by state and local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Agoura Hills Municipal Code. Consultant shall determine the means, methods, and details by which Consultant's personnel will perform the services and tasks. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents.

B. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services and tasks under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Consultant's personnel require to perform any of the services and tasks required by this Agreement. Consultant shall perform all services and tasks off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of any services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

C. 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 the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services and tasks hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services and tasks hereunder. Consultant shall be responsible for and pay all salaries, wages, benefits and other amounts due to Consultant's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance,

disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute, or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subcontractors providing any of the services and tasks under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

11. PERS COMPLIANCE AND INDEMNIFICATION

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

13. RELEASE OF INFORMATION

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or sub-consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) 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. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City:

City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Consultant:

**[Company Name
Address
Attention: Contact Person]**

15. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

16. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-consultants for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-consultants on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. EXHIBITS

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

20. ENTIRE AGREEMENT

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. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENT OF AGREEMENT

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Denis Weber,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

Date Approved by City Council _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

[Insert Company Name
Address
Contact Name
telephone number and
fax number here]

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

Note: Any combination of the following tasks may be assigned by City staff. The workload is estimated at approximately 15-20 hours per week.

- Participate in City's Public Information Team ("PIT crew"), and assist with weekly messaging strategy and content.
- Review and assist in implementation of City's Strategic Communications Plan.
- Website review for overall consistency, clarity, and appearance, up-to-date content.
- Provide guidance and recommendations on appropriate use of various media platforms, including but not limited to, website, local Acorn newspaper, social media outlets such as Facebook, Instagram, Twitter, and Nextdoor, and the City's Emergency Notification System, CodeRED.
- Prepare press releases, speeches and/or talking points, articles, ads, social media posts, and other communication materials for public distribution/consumption.
- Plan press conferences and draft speeches for major news announcements and/or to address crises.
- Be active member of City's Emergency Operations Team when needed, and be available for timely responses and communication to the public. These include, but are not limited to, regular information distribution to the community, verbal and/or written updates to the City Council, and/or coordination with City staff for effective and consistent messaging. Be an information liaison to outside agencies during an emergency event.
- Develop policies and/or assist with training elected officials and/or city staff for working effectively with the media and/or media platforms.
- Collaborate with members of the Executive Management Team to ensure consistent and uniform messaging across all departments.
- Prepare draft responses for elected officials and/or city staff for information requests from community media outlets.
- Assure quality and appropriateness of internal and/or external communication.
- Attend and provide feedback to Communications Subcommittee.
- Identify/recommend strategies to boost social media following.