

2020
PROFESSIONAL SERVICES AGREEMENT
(Engagement: Public Outreach Services)
(Parties: City of Bell Gardens and Blue Icon Communications)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Bell Gardens, a California municipal corporation (“City”) and Blue Icon Communications (“Consultant”).

2. RECITALS

WHEREAS, City has determined that it requires the following professional services from a consultant: public outreach services pertaining to a local transaction and use tax ballot measure for the upcoming election; and

WHEREAS, City issued a Request for Proposals on August 27, 2020; and

WHEREAS, Consultant represents that it is fully qualified to perform the professional services described in this Agreement by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, City staff has determined that Consultant possesses the experience, skills and training necessary to competently provide such services to City.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

3.1 “Effective Date”: Date of when the Agreement is fully executed by all Parties.

4. SCOPE OF WORK

4.1 Subject to the terms and conditions of this Agreement, Consultant agrees to provide the services and tasks described in that certain Request for Proposals of City entitled “City of Bell Gardens Request for Proposal for Public Outreach” issued on August 27, 2020, (hereinafter, “City RFP”) and the written proposal of Consultant entitled “City of Bell Gardens Public Outreach Services Proposal” (hereinafter, the “Consultant Proposal”) dated September 8, 2020. The City RFP and the Consultant Proposal are attached and incorporated hereto as **Exhibit “A”** and **“B”** respectively. The term “Scope of Work” shall

be a collective reference to the City RFP and the Consultant Proposal. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled City RFP and the provisions of the document entitled Consultant Proposal, the requirements of the document entitled City RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

5. PROSECUTION OF WORK

5.1 Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of City's issuance of a Notice to Proceed. This Agreement shall have a term of sixty (60) calendar days commencing from the Effective Date (hereinafter, the "Term").

5.2 Consultant shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. Consultant shall cooperate with City and in no manner interfere with the work of City, its employees or other consultants, contractors or agents.

5.3 Consultant shall not claim or be entitled to receive any compensation or damage because of the failure of Consultant, or its subconsultants, to have related services or tasks completed in a timely manner.

5.4 Consultant shall at all times enforce strict discipline and good order among Consultant's employees.

5.5 Consultant, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

5.6 Consultant shall obtain a City business license prior to commencing performance under this Agreement. Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner, reasonably satisfactory to City. Consultant shall comply with all applicable federal, state, and local laws and regulations (including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.)). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing to Consultant's performance of such work.

5.7 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such

services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant shall identify a project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

5.8 Consultant understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

5.9 All of Consultant's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Consultant; and

5.10 All of Consultant's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to City for copying and inspection.

5.11 The Parties acknowledge and agree that Consultant will perform, at Consultant's own cost and expense and without any reimbursement from City, any services necessary to correct any errors or omissions caused by Consultant's failure to comply with the standard of care set forth under this Section or by any like failure on the part of Consultant's employees, agents, contractors, subcontractors and subconsultants. Such effort by Consultant to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that City's acceptance of any work performed by Consultant or on Consultant's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of Consultant, including but not limited to the representation that Consultant possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of Consultant's profession.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement and Consultant agrees to accept payment in full satisfaction for such services as set forth under the "Budget" which is attached and incorporated hereto under **Exhibit "B"**.

6.2 The foregoing notwithstanding, Consultant's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total

compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of **THIRTY-SIX THOUSAND FOUR HUNDRED SEVENTY-FIVE DOLLARS (\$36,475)** (hereinafter, the “Not-to-Exceed Sum”) during the term of the Agreement, unless such added expenditure is first approved to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, City may suspend Consultant’s performance pending City approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other City approved amendment to the compensation terms of this Agreement.

6.3 The Not-to-Exceed Sum will be paid to Consultant in monthly increments as the Work is completed. Following the conclusion of each calendar month, Consultant will submit to City an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of Consultant’s monthly compensation is a function of hours worked by Consultant’s personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, City will notify Consultant in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, City will pay all undisputed amounts included on the invoice. City will not withhold applicable taxes or other authorized deductions from payments made to Consultant.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products”) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City. Consultant is not, nor shall become, by virtue of performance of the professional services provided under this Agreement, entitled to any City employee benefits, including but not limited to health insurance, dental insurance, vacation pay, retirement pension, unemployment insurance or workers’ compensation insurance.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and

shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

10.1 The Parties agree that City and City's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify, defend and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the City Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the City.

10.3 City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement, any amount due to City from Consultant as a result of Consultant's failure to either pay City promptly for any costs associated with Consultant's obligations to indemnify the City Indemnitees under this Article, or related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.

10.4 The obligations of Consultant under this Article will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City and City's elected and appointed officials, officers, employees, agents, and volunteers.

10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold

harmless and defend City and City's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

10.6 City does not, and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

10.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

11. INSURANCE

11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and Completed operations hazard, contractual insurance, broad form property damage, independent Consultants, personal injury.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

11.1.3 Worker's Compensation insurance as required by the laws of the State of California.

11.2 Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

11.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

11.9 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

11.10 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

City shall provide Consultant with complete access to information for the proper performance of Consultant's services under this Agreement.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third (3rd) business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of Bell Gardens
7100 S. Garfield Ave.
Bell Gardens, California 90201

If to Consultant:

Blue Icon Communications
8342 Greenleaf Avenue
Whittier, CA 90602
Telephone: (323) 596-0004
Attn: Louis R. Reyes, Principal

With a courtesy copy to:

Rick Olivarez,
Olivarez Madruga Lemieux O'Neill, LLP
500 S. Grand Ave., Floor 12
Los Angeles, CA 90071
Telephone: (213) 744-0099
Facsimile: (213) 744-0093

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Sections 9 and 10 and Section 12, of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

17.1. City may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of City's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, Consultant will be compensated only for those services and tasks which have been performed by Consultant up to the effective date of the termination. Consultant may not terminate this Agreement except for cause as provided under Section 17.2, below. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data, and other information of any kind prepared by Consultant in connection with the performance of the Work. Consultant will be required to provide such Documents and Data within fifteen (15) calendar days of City's written request. No actual or asserted breach of this Agreement on the part of City pursuant to Section 17.2, below, will operate to prohibit or otherwise restrict City's ability to terminate this Agreement for convenience as provided under this Section.

17.2 In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 17.3 and 17.4, below, or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

17.3. CONSULTANT will cure the Event of Default within the following time periods:

- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 17.3(ii) that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

17.4 In addition to any other failure on the part of Consultant to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of Consultant will include, but will not be limited to the following: (i) Consultant's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) Consultant's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii)

Consultant's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to Consultant, whether voluntary or involuntary; (v) Consultant's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) City's discovery that a statement representation or warranty by Consultant relating to this Agreement is false, misleading or erroneous in any material respect.

17.5. City will cure any Event of Default asserted by Consultant within forty-five (45) calendar days of Consultant's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, City may submit a written request for additional time to cure the Event of Default upon a showing that City has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with City's failure to timely pay any undisputed sums to Consultant will be cured by City within five (5) calendar days from the date of Consultant's Default Notice to City.

17.6. City, in its sole and absolute discretion, may also immediately suspend Consultant's performance under this Agreement pending Consultant's cure of any Event of Default by giving Consultant written notice of City's intent to suspend Consultant's performance (hereinafter, a "Suspension Notice"). City may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, Consultant will be compensated only for those services and tasks which have been rendered by Consultant to the reasonable satisfaction of City up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of City will operate to prohibit or otherwise restrict City's ability to suspend this Agreement as provided herein.

17.7. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

17.8. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to City at law or under this Agreement in the event of any breach of this Agreement, City, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to Consultant, the City may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to Consultant, the City may extend the time of performance;

- iii. The City may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for Consultant's breach of the Agreement or to terminate the Agreement; or
- iv. The City may exercise any other available and lawful right or remedy.

17.9 Consultant will be liable for all legal fees plus other costs and expenses that City incurs upon a breach of this Agreement or in the City's exercise of its remedies under this Agreement.

17.10. In the event City is in breach of this Agreement, Consultant's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to Consultant under this Agreement for completed services and tasks.

18. GENERAL PROVISIONS

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action subject to the limitations contained in Section 10. The venue for any litigation shall be Los Angeles County, California.

18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

18.9 All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations therefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Bell Gardens

“Consultant”
Blue Icon Communications

By: _____
Michael B. O’Kelly, City Manager

By: _____

Date: _____

Date: _____

Approved as to form:

By: _____
Rick Olivarez, City Attorney

EXHIBIT "A"

CITY RFP

**CITY OF BELL GARDENS
REQUEST FOR PROPOSAL FOR
PUBLIC OUTREACH SERVICES**

ISSUED DATE: August 27, 2020

SUBMISSION DEADLINE: September 8, 2020, 10:00 am

LOCATION: City of Bell Gardens, City Clerk's Office
7100 Garfield Avenue
Bell Gardens, CA 90201

I. GENERAL INFORMATION ABOUT CITY

The City of Bell Gardens was incorporated as a general law city in 1961 and is as rich in history. It is bordered by the City of Commerce, Cudahy, Downey, South Gate, and Bell. As of the 2010 United States Census, the City had a population of approximately 42,072 in an area of 2.4 square miles and is located in the southeastern part of Los Angeles County.

The City utilizes a city council/city manager form of government. The City Council provides political leadership and policy direction, and the City Manager works under the direction of the City Council and functions as the manager of the city employees and department heads. All City elections are governed by the California Elections Code.

The City of Bell Gardens has placed a three-quarters of one percent (3/4%) transactions and use tax ballot measure on the November 3, 2020 General Election.

II. DESCRIPTION AND SCOPE OF SERVICES NEEDED

A. General Description: The City is soliciting proposals from qualified professionals to provide public outreach services pertaining a local transactions and use tax ballot measure for the upcoming municipal election. The City desires to ensure voters are accurately informed and understand the outcome of their vote associated with a sales tax measure. Services may include communications in English and Spanish languages.

B. Project Timing: 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. It is estimated that an agreement will be awarded in September 2020 to the selected candidate.

C. Scope of Services: Project tasks include, but are not limited to:

- 1) Develop appropriate information and education materials such as brochures, mailers and web content; provide advice as to the strategic use of different distribution, media outreach and technology/social media platforms.
- 2) Conduct opinion/polling survey.
- 3) Give advice on additional recommended steps in the public outreach process.
- 4) Conduct work in compliance with all applicable laws, and clearly advise City staff on the legal / permissible use of City resources and funds.
- 5) Give guidance and recommendations on proposed ballot measure language and content.
- 6) Coordinate with staff, the City Attorney, and additional consultants as necessary and directed by the City.
- 7) Virtually attend Community, Committee, and/or and City Council meetings to present and receive direction on the proposed public outreach approach and the results thereof.
- 8) Coordinate frequently with the City Manager's Office and project team to provide timely updates on outreach efforts, adjust the outreach approach, and ensure message continuity.
- 9) Develop and prepare all documents, messages, artwork, graphics, data analysis and presentations necessary to effectuate the public outreach program, all of which shall be property of the City of Bell Gardens.

III. MINIMUM QUALIFICATIONS

To be considered for selection, proposers must demonstrate knowledge and experience in the following areas: California local government election procedures; performing high quality work in a timely and efficient manner; local government public outreach including conducting and presenting at virtual public meetings, developing key messages, creating and designing informational materials such as brochures, mailers, and web content, and the strategic use of different media outreach and cutting edge technology as methods of distributing informational material.

IV. PROPOSAL CONTENT AND SUBMITTAL INSTRUCTIONS

A. Deadline: Proposals must be received no later than 10:00 AM on Tuesday, September 8, 2020.

B. Location: Proposals can be submitted via cityclerkdesk@bellgardens.org or the City Clerk's Office at 7100 Garfield Avenue, Bell Gardens, CA 90201, up to

the hour of 10:00 a.m. on September 8, 2020. Proposals received after this time will be considered to be non-responsive.

C. Content: Proposals must be clearly labeled “**City of Bell Gardens – Public Outreach Services**” and include the following information:

- 1) Firm profile and qualifications including specific experience in outreach for ballot measures in California, with number of government agencies represented and success rate.
- 2) Recommended project approach and specific project steps including the use of any subcontractors and/or partners
- 3) Proposed schedule of work.
- 4) Expectations of the type and amount of tasks/support requested of City staff to assist in the process.
- 5) Identification of the project manager and key staff members who will be assigned to the daily work of the project; include the qualifications and relevant experience for the identified team members.
- 6) Project budget and total cost of service for public outreach, itemized to the extent possible and including a fee schedule for additional services.
- 7) Complete contact information for a minimum of two recent clients for whom similar services described in the RFP have been performed.

D. Submission: Proposals must be complete and received by the due date. Late submissions or delivery via facsimile will not be considered. The City assumes no responsibility for delays caused by mail or delivery service. Postmarking by the due date will not substitute for actual receipt. Proposals may be submitted as follows:

- 1) Electronic: Proposals must be submitted in PDF format via cityclerkdesk@bellgardens.org up to the hour of 10:00 a.m. on September 8, 2020. Only require one copy of the entire proposal is necessary.
- 2) Personal Delivery by messenger services to the City Clerk’s Office located at 7100 Garfield Avenue, Bell Gardens, CA 90201. Proposals must be submitted in an envelope, and clearly marked “City of Bell Gardens – Public Outreach Services.” Four (4) bound copies of the proposal must be submitted along with a PDF copy of the proposal on an USB thumb drive.
- 3) Mail: If submitting by mail, please ensure “City of Bell Gardens – Public Outreach Services” is written in the lower left-hand corner of the envelope. Four (4) bound copies of the proposal must be submitted along with a PDF copy of the proposal on an USB thumb drive.

V. POINT OF CONTACT

This RFP is issued by the City, and the City Manager will be the sole point of contact ("Point of Contact") during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, or officers, personnel or employees of the City, other than via the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this submission or procurement process shall be submitted in writing to the following Point of Contact:

City of Bell Gardens

Attention: Michael B. O'Kelly, City Manager

7100 Garfield Avenue

Bell Gardens, CA 90201

(562) 806-7700 ext. 7702

Email: mokelly@bellgardens.org

VI. EX PARTE COMMUNICATIONS

Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator and the City Manager (or his/her designee), regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

VII. PROFESSIONAL SERVICES CONTRACT

The successful proposer will be required to enter into a professional services agreement with the City. Copies of the City's standard professional services agreement are available upon request. Depending on the value of services to be performed, the contract may be awarded by the City Manager or City Council.

The proposal process, contract negotiations and execution, and subsequent actions will be conducted by the City in accordance with applicable law. Proposers should carefully review this document, which constitutes the formal RFP, to ensure a clear understanding of the City's needs and objectives and scope of work.

VIII. EVALUATION OF PROPOSALS

Proposals will be evaluated on the proposer's ability to provide services that meet the requirements set forth in this RFP. The City reserves the right to make such investigations as it deems necessary to determine the ability of the proposer to provide services meeting a satisfactory level of performance in accordance with the City's requirements. The proposer shall furnish such information and data for this purpose as the City may request, at no cost to the City. Interviews and presentations by one, several, or all the proposers submitting a proposal may be requested if deemed necessary to fully understand and evaluate the proposer's capabilities and qualifications. The adequacy, depth, and clarity of the proposal will influence, to a considerable degree, its evaluation.

IX. GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

- A. Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of City's objectives.
- B. Proposers shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete proposals may be considered non-responsive and may be rejected in the City's discretion.
- C. All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed.
- D. Proposers shall prepare and develop proposals at their sole cost and expense.
- E. The City makes no representations of any kind that an award of a contract will be made because of this RFP, or subsequent RFP. The City reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, and/or delete any item/requirements from this RFP when deemed to be in City's best interest.
- F. Failure to comply with all requirements contained in this RFP may result in the rejection of a proposal.
- G. Receipt of an addendum of the RFP by a proposal must be acknowledged by submitting the signed addendum with the proposal.
- H. A proposal may be modified or withdrawn in person at any time before the scheduled due date, provided a receipt for the withdrawn proposal is signed by the proposer's authorized representative. The City reserves the right to request proof of authorization to withdraw a proposal.

- I. The City may evaluate the proposals based on the anticipated completion of all or any portion of the project. The City reserves the right to divide the project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the project.
- J. The City may, in the evaluation of proposals, request clarification from proposers regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.
- K. By submitting a proposal in response to this RFP, the proposer accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City.
- L. The City of Bell Gardens expects the highest level of ethical conduct from proposers, including adherence to all applicable laws and local ordinances regarding ethical behavior.
- M. If an agreement cannot be reached with the highest ranked proposer, City reserves the right to terminate negotiations with that party and enter negotiations with the next highest ranked proposer.
- N. Finalists in the selection process may be asked to attend a virtual interview once the RFP process is complete.
- O. Acceptance of any proposal is contingent upon the proposer's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the City's Municipal Code.
- P. Any explanation desired by a proposer regarding the meaning or interpretation any part of this RFP must be requested in writing and received in the City's Office not less than five (5) calendar days prior to due date of proposals. Oral explanations or instructions given prior to the opening of the offer shall not be binding. The City's shall issue any official Addendums in writing or via <https://www.bellgardens.org/i-want-to/view-bids-rfps/rfps-and-bids> to all proposers.

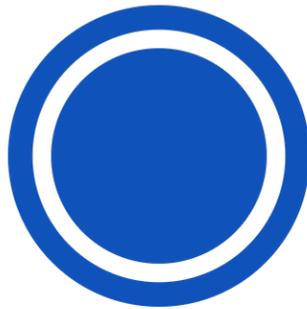
[END OF REQUEST FOR PROPOSALS]

EXHIBIT "B"
CONSULTANT PROPOSAL

September 8, 2020

City of Bell Gardens Public Outreach Services

Submitted by:



BLUE ICON
Communications

September 8, 2020

Mr. Michael B. O'Kelly
City Manager
City of Bell Gardens
7100 Garfield Avenue
Bell Gardens, CA 90201

RE: City of Bell Gardens – Public Outreach Services

Dear Mr. O'Kelly:

Blue Icon Communications is pleased to submit our proposal to provide Public Outreach Services to the City of Bell Gardens. Our winning team possesses an extensive background in political and outreach services with a thorough understanding of Bell Gardens.

Our team has been leaders in political campaigns and public outreach projects in the Gateway Cities Region for 20 years. Having worked for State legislators along with local municipalities, we have expertise in navigating complex issues as well as providing the public with information regarding a policy that may impact residents that is critical for constituent services.

We look forward to partnering with the City of Bell Gardens to conduct outreach to educate its residents on a potential ballot measure. We are confident that our team has the experience that qualifies us, and we hope to work with the City on this important project.

Sincerely,



Louis R. Reyes
Principal
Blue Icon Communications

FIRM PROFILE

Blue Icon Communications

Founded in 2008, Blue Icon Communications (BIComm LLC) is a full-service communications firm that specializes in Internet communications and marketing. We are a 100% minority-owned small business based in the City of Whittier that provides services to the Gateway Cities of Los Angeles County with a focus on the Latino community.

For over a decade, Blue Icon Communications has provided high-quality communications and marketing services to private businesses, public officials, nonprofit, and government agencies that have successfully resulted in our clients achieving their goals. Initially, we primarily provided content management website development, email marketing, brand development, and social media consulting management services, but expanded our services to include communications management, crisis communications, media relations, community outreach, and business development.

Digital Communications Experts – Blue Icon Communications uses cutting edge Internet technology to deliver high-quality products to its clients. Louis R. Reyes has over 20-years of experience in developing effective Internet communications strategies to achieve established project goals and objectives.

Our team members utilize social media daily to engage the public. We are continually monitoring and evaluating new trends and technologies that may appear in the ever-changing Internet landscape. Our team has a presence on every major social media site.

Blue Icon Communications is a proud certified solution provider of Constant Contact email marketing services. Louis Reyes has been providing email marketing services to clients since 1998 and is consistently achieves open rates that are above average industry standards for email marketing campaigns.

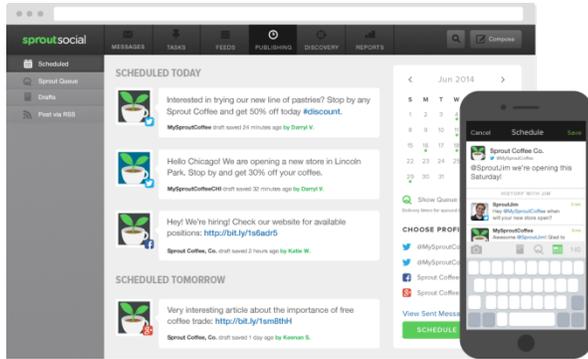


Since 1995, Constant Contact has been an industry leader in email marketing and has expanded to provide a full suite of online marketing services.

We believe that to have a successful social media strategy that you must constantly monitor your engagement while gathering analytical data to measure your plan's effectiveness. Therefore, we use sophisticated third party software that can provide integrated reporting across social media channels and profiles.

The Internet is on 24 hours a day, seven days a week. Therefore our monitoring software is Internet-based, which allows us and clients to access social media platforms on mobile devices so that we may manage our digital presence anytime and anywhere.

Engagement is vital when communicating our message online, so we utilize Sprout Social as our primary social media management software to schedule, publish, and analyze our client's social media profiles.



Sprout Social is an awarding winning software that allows Blue Icon Communications experts to implement our communications and marketing strategy with optimized content and digital media.

We live in a mobile world, and our team is flexible and ready to adjust at a moment's notice to engage with an angry customer or provide positive feedback on an influencer's profile.

Our staff is continually researching the latest trends and receiving education on industry best practices in digital communications and marketing.

During this past year, we have successfully implemented peer-to-peer texting into our voter and community engagement resources. P2P texting is an effective way to contact thousands directly on cellular with a 98% open rate, and our team can simultaneously manage message conversations through a centralized trackable system.

Blue Icon Communications has been contracted on 32 electoral campaigns with candidates running for city council and school board with a win rate of 87% over the past decade. Specific to this RFP, we have been contracted directly by two cities for educational outreach programs, which were both successful in meeting their public outreach goals.

QUALIFICATIONS

Digital Outreach Consultant, Yes and Measures C & CC, Commerce CA, June 2020: As a sub-contractor to the general consultant, our firm was responsible for executing a digital marketing campaign during the height of the COVID-19 pandemic. At the time, there as a stay at home order in place; therefore, our digital outreach was one of the primary contact methods besides direct mail and phone contact.

We executed a digital outreach campaign utilizing P2P live texting, targeted social media advertising placements, mass email program, and established a branded website to act as the hub of information for the campaign.

Both measures were passed overwhelmingly by the city electorate during a stay-at-home order, which has been unprecedented in any election cycle within Los Angeles County.

Engagement Consultant, City of Commerce, July 2018: Blue Icon Communications was contracted by the City of Commerce to canvass door-to-door and conduct English/Spanish educational presentations in regards to understanding their views on cannabis and invite to the public to education workshops on cannabis.

Our team provided the City with strategic advice in the development of messaging to create a fact sheet and public invite. We provided a bilingual spokesperson to assist in the public workshops as well as Spanish translation services. Also, we managed a telephone hotline to answer any questions residents may have regarding the educational outreach and provided the City with detailed reports on residents' questionnaires regarding cannabis.

After the educational outreach we thoroughly conducted, the City Commerce City Council implemented an ordinance to regulate cannabis within the City.

Field Consultant, Montebello Yes on Measure S Campaign, Montebello, CA, November 2017: Blue Icon Communications managed field operations to support the Montebello Yes on Measure S. Duties included creating English and Spanish bilingual messaging provided to be used by hired staff in direct voter contact at the door and on the phone.

We created and managed all online digital assets such as a website and social media assets as well as placed paid digital advertising to promote the Measure. Also, we conducted voter data analysis on turnout, absentee ballot submission, and projected turnout.

Outreach Consultant, Yes on Measure W, Montebello CA, November 2016: As a sub-contractor, Blue Icon Communications conducted direct public outreach to businesses and residents in Montebello neighborhoods south of Whittier Boulevard. We designed and printed a Spanish/English fact sheet and distributed 5,000 flyers. One-to-one presentations were conducted in English and Spanish.

Communications Consultant, City of Maywood, July 2016: Blue Icon Communications was retained by the City Administrator's Office to provide crisis communications analysis and strategic consulting to overcome negative perceptions and begin to build public trust with residents, local stakeholders, and state government officials during a state audit.

Blue Icon Communications conducted an analysis of the situation, identified three major issues, and provided a report with recommendations to achieve immediate short-term goals. We provided Intergovernmental relations advice to increase communications with state elected officials and community stakeholders. Our recommendations included creating community partnerships and strengthen internal policy and procedures as well as provided open public access to crucial audit documents. In addition, we created a plan to address an environmental disaster by taking the lead with community engagement and outreach services while setting up a city task force that focuses on business permitting to ease resident's fear.

The city administration implemented recommendations that allowed the City to go through a state audit while maintaining positive open communication with state elected officials as well as begin to increase the public's trust in the city government.

PROJECT APPROACH

Our company's philosophy is driven by our community organizing experiences and the sincere belief that a person can make a difference in the world. Core to our belief is the Communitarian philosophy that accentuates the bonds between individuals and the community with the development of personal social identity, and personality is created through community relations through interaction and service.

We base our project approach to strive for excellence through service and an understanding of the needs of a community as we analyze one-to-one interactions. We do this by organizing, engaging, and educating residents using traditional in-person and Internet methods.

Our project team has researched and understands the demographics, community, and grass-top opinion leaders within the City of Bell Gardens. Our team is bilingual and has experience providing educational information in Spanish in a format that is easy to comprehend by a Spanish speaking resident.

Key to our project approach during the COVID-19 pandemic is to engage residents and educate them with facts in a neutral manner while maintaining safety standards as prescribed by the LA County Department of Health and utilizing digital methods of communications.

We understand first-hand the possible Bell Garden residents' concerns in regards to a potential sales tax measure and have insights on how to target and properly educate the community on the benefits and consequential impacts such a proposal will have on the City's services.

Our outreach plan is focused on ensuring that the community is appropriately educated with comprehensive information regarding the City's issue and ensures broad participation from the residents and other stakeholders within the City.

We intend to do direct public education outreach to engage stakeholders by organizing one-to-one meetings either in person or using online platforms. Also, we will host video conferencing meetings with community groups to do public presentations with established business and service organizations.

We will supplement our outreach with digital communications website, social media, and email with direct engagement of Bell Gardens residents using Facebook, Instagram, NextDoor, and other social media platforms as deemed effective for outreach.

The project manager will communicate with the city staff and update them daily or as requested by the City. They will be available to answer any questions or concerns from the city staff.

If needed, we may sub-contract with a Spanish language spokesperson to assist with video conferencing community outreach management. Depending on the number of active participants in the live meetings, our team may need additional assistance to manage either posted questions or chats from residents for the primary spokespersons leading the live video conference.

SCHEDULE OF WORK – PROJECT TIMELINE

At the time of submittal of this RFP, it will be 56 days until Election Day, which is eight weeks. Therefore, an expedited timeline is critical to get information to the public in a timeline manner. We propose the following schedule of work for this project in three different phases.

Our primary goal is to educate residents and other stakeholders on the complexities of Bell Gardens' finances in a simple manner while making sure that they understand the potential impacts on their quality of life with a possible sales tax measure.

Phase 1: The first phase of this project begins at the execution of the RFP through to 46 days until Election Day.

Phase 1, Week 8.

Kickoff Meeting: Our team and the City will meet to discuss goals, strategy, and local socio-economic factors regarding outreach activities that may include past measures that the City has undertaken.

This phase is primarily for message development, acquire assets, reports, and other pertinent information from the City to create draft assets of the educational outreach efforts.

Strategic Plan: Blue Icon Communications will create a written plan with a timeline that will serve as a roadmap for our outreach activities based on our research and feedback from the kickoff meeting. The plan will outline all public engagement activities that include direct mail, social media, email, website, as well as any collateral material that is developed and distributed in our outreach efforts. The plan will be adjusted as necessary as we work closely with the City in coordinating our outreach effort.

While developing the plan, we will work to make sure that all outreach efforts remain in compliance with applicable laws and consult with administration and the city attorney to provide a clear understanding that all city funds and resources are used correctly in accordance with the law.

Message Development: Our outreach activities must have a clear, concise, and understandable message that is consistent. We will create a message that complex language of municipal finances and provides the public with a clear statement in simple layman's terms in both English and Spanish. We have expertise in providing Spanish language outreach and understand the subtle nuances of proper

educated Spanish language and daily spoken Spanish that could confuse a resident if not presented properly.

Collateral Materials: Once our core messages are determined, we will create collateral materials to be used in all stakeholder and media outreach activities. Materials are developed in both English and Spanish with graphic elements that provide consistent message and branding as approved by the City.

We recommend to create the following materials for internal use and public distribution:

- Fact Sheet with Frequently Asked Questions
- Social Media Graphical Elements
- Creation of social media profiles
- Website development
- Branded Meeting Announcement Flyers
- Community Feedback Forms

Our team will create other collateral materials as identified in the development of our strategic plan or as directed by the City.

Phase 1, Week 7.

Digital Communications: During our first phase, we will set up our digital communications platforms by acquiring software licenses, online social ad authorizations, and data that is needed to create digital communications channels for email, social media, p2p texting, informational telephone line, online conferencing, and website development.

Finalize Message and Collateral Materials: We will hone our crafted message for a final review and go to print as well as launch all digital media assets for public dissemination.

Training and Feedback: Our most valued step in successful engagement is training all outreach staff and designated spokespersons on key messages and informational points. Our community engagement method relies on constant training and feedback from our team to continually refine and craft messages that reflect the concerns of residents. Training will include media messaging for any news coverage of the City's efforts.

Stakeholder Identification and outreach: Blue Icon Communications will coordinate with the City to create a stakeholder database of grass-tops leaders, civic associations, business groups, and other identified community leaders to engage them in the City's efforts.

Phase 2: Our second phase of the project begins 45 days until Election Day, through Election Day, November 3, 2020.

We will execute our plan and provide information to the public regarding the Measure through our created communications channels with the following:

- Two direct mail to resident's homes
- Social media advertising to promote the Measure website with information and Q&A
- Two live public informational sessions with Q&A using video conferencing, in English and Spanish.
- Social media public service announcements with measure information.
- Community engagement presentations while adhering to LA County Health department directives.
- An information telephone line accessible seven days a week with a live bilingual operator.
- Implement three rounds of P2P texting to alert and invite residents to the Measure website and both live informational sessions on video conferencing.

Direct Mail 1: The educational piece will provide facts on the Measure, invite to our community video conferencing live stream, as well as details on how to get additional information by telephone, website, or social media.

P2P Texting: We will send out three live texts to residents to provide them with public information on our website, and digital community meetings on social media live stream.

Manage a telephone information line: We will set up a telephone information line to answer any question regarding the city tax measure for residents. The line will be answered during a set agreed upon time, seven days a week.

Community Engagement: We will schedule, coordinate, and facilitate direct one-on-one meetings and small group presentations as identified with the City while maintain strict adhering to social distancing guidelines and set LA County Health department directives. Our outreach team will conduct all meetings in English and Spanish as deemed necessary and distribute our collateral materials to the public.

Our outreach will also coordinate with city staff to identify any public community events to attend to provide information to residents. We will attend at least one (1) event per week for a minimum of two hours per event for the 45 day outreach period.

Media Engagement: Engage local media with public service announcements along with press advisories and releases as well as social media platforms such as Facebook, Instagram, and Twitter if needed with city staff approval.

Digital Online Engagement: We will engage residents online using social media, email, and any other identified platform with informational posts to promote the website. We will use our social media

management system to monitor and engage online users that have questions regarding any city tax measure.

Also, we will place targeted online advertising that will promote the informational website, so residents are educated on the issue. Our online advertising will be supplemented with graphical element posts that engage online users.

Community Meetings: We will facilitate, at minimum, two large community informational meetings/workshops with residents and other community stakeholders as directed by the City in English and Spanish using video conferencing on a live stream with social media platforms.

Direct Mail 2: Second informational piece will provide additional Q&A feedback on any issues that have arisen from community meetings as well as provide facts on the Measure as well as details on how to get further information by telephone, website, or social media.

Phase 3: Phase three begins the day after the election in which the tax measure is placed and ends 30 days post-election.

This phase is primarily for final reporting of all outreach activities to be delivered to the City and answer any question regarding such activities.

CITY EXPECTATION

Given the constrained timeframe to adequately conduct educational outreach and meet critical deadlines, Blue Icon Communications expect constant and precise communications with city staff and consultants assigned to the project. Project approvals must be expedited to meet deadlines for any type of outreach task that needs to be completed within the agreed-upon plan to meet our goals effectively.

Blue Icon Communications' team will conduct our outreach during non-business city hours and will need to have access to decision-makers during non-business hours, such as evening and weekends. Access is necessary to adequately get authorization or feedback on any pending matter that may be time-sensitive.

TEAM MEMBERS

Louis Reyes – Project Manager

Louis R. Reyes, Founder, and Principal at Blue Icon Communications, possesses over 20 years of experience in public affairs and communications. He was previously with the Los Angeles County Office of the Assessor, Communications Director, Consultant with the California State Senate, and District Director with the California State Assembly.

As a consultant in the private sector, he has worked on a range of projects that include crisis media management, political campaigns, government relations, community outreach, communications, Internet marketing, and social media strategy. He has worked on political campaigns ranging from Presidential to local school board and has advised numerous candidates and elected officials on political strategy and communications.

Louis has been professionally trained as a community organizer by organizations such as LA County Federation of Labor, California Latino Caucus Institute, California Democratic Party, the Southwest Voter Registration and Education Project, and as a Field Organizer of the 2008 Obama for America campaign. Louis has utilized his expertise and organized, conducted, and managed outreach field campaigns for political campaigns, real estate development projects, issues campaigns, advocacy organizations, and private business.

Some of his projects include:

- Digital Outreach Consultant, Yes on Measures C & CC, City of Commerce
- Outreach Consultant, Cannabis Education Outreach, City of Commerce
- Field Consultant, Montebello Yes on Measure S Campaign, Montebello, CA
- Community Engagement Consultant, Clearwater Communities RE Development, Whittier, CA
- Campaign Manager, Norwalk First City Council Campaign, Norwalk, CA
- Direct Mail Consultant, Yes on Measure B, Burbank Airport, Burbank, CA
- Outreach Consultant, Yes on Measure W, Montebello CA
- Media Consultant, Save American Apparel Campaign, Los Angeles, CA
- Website Management, Mexican American Opportunity Foundation, Montebello, CA
- Internet Communication Consulting, California Legislative Latino Caucus Institute of Public Policy, Sacramento, CA

Cecilia Gomez Reyes – Outreach Specialist

Cecilia Gomez Reyes has over a decade of experience working for the government and the private sector. Cecilia's responsibilities at Blue Icon Communications include providing advice on industry best practices for communications strategies, day-to-day monitoring and managing social network profiles, and community outreach projects.

Her experience includes Media and Communications Assistant at the Los Angeles County Registrar-Recorder/County Clerk; Community Field Organizer for California Democratic Party in charge of outreach for the East Los Angeles County; Marketing Field Supervisor with New Dimension Marketing; and Government Relations and Advocacy Coordinator at the University of California, Santa Barbara. A second generation community organizer, Cecilia's father, was an organizer for the United Farm Workers. She followed her father's footsteps by dedicating her career to public service and community organizing. Cecilia graduated from Cal State University, Sacramento with a Bachelor's degree in government.

Cecilia is skilled in Spanish language media and has been a spokesperson for government agencies, community-based organizations, and political candidates on various new related issues.

She specializes in community outreach and engagement efforts in Spanish language communities. During the 2010 Gubernatorial election cycle, she managed the East Los Angeles field office for the Jerry Brown for Governor. She was responsible for engaging one of the largest Latino voters based in California.

While at the LA County Registrar/Recorder County/Clerk, she prepared for the 2016 Presidential election by developing plans to increase voter engagement projects and manage a \$750,000 paid media budget for outreach efforts.

Over the last several years, Cecilia has specialized in homeless service outreach and engagement by educating communities in LA County Service Planning Area 7.

Mari Mercado – Outreach Specialist

Mari Mercado is a native of Los Angeles. She grew up in East Los Angeles and has lived and organized throughout the City and County of Los Angeles in different neighborhoods. Mari obtained a B. A. from UCLA in Spanish and Linguistics. She taught English abroad for a year after graduating in Guadalajara, Mexico.

Mari has been an active member of her community as a teacher, translator, and organizer. Her activism began when she became a steward for her teacher's assistant Union Local 99 in 1990. Her teaching career for the LAUSD started in 1997, simultaneously teaching and interpreting Mari developed as a community organizer after becoming a member at Strategic Concepts in Organizing and Political Education(SCOPE). Her leadership at SCOPE and doing other electoral work led her to a position as a community organizer for the Los Angeles Alliance for a New Economy (LAANE).

Mari has spoken to thousands of community members throughout the Los Angeles city and county areas about candidates, measures, ordinances, and issues that affect our community directly. Her passion for empowering the community and her teaching experience compelled her to open a community enrichment program in East LA, where she grew up. Mari was the founder and executive director of Aca Los Niños Musica y Mas, an art and music-based program for all ages and all-inclusive.

BUDGET

We are proposing a total consulting fee of \$10,000.00 for the community outreach, as described in the schedule of work. The consulting fee covers all professional services related to this proposal, such as strategic advisement, project management, outreach specialists, graphic design, photography/videographer, and Spanish translation services.

SERVICE	AMOUNT	
Consulting Services	\$10,000.00	

Website Development	\$2,500.00	
Digital Social Media Advertising	\$1,000.00	
P2P Texting	\$1,500.00	
Outreach data and software license fees	\$1,800.00	
Sub-Total	16,300.00	\$16,800.00
Collateral Print Material*		
Two Direct Mail, 11x17 Bilingual Approx. 7,800 HH ea. (Print, handling, and postage)	\$18,025.00	
FAQ & Q/A flyer, bilingual approx. 10k	\$1,650.00	
Sub-TOTAL	\$19,675.00	\$19,675.00
	TOTAL:	\$36,475.00

*NOTE: The City can use current print and mailing house approved vendors for proposed collateral print materials handling and postage expense if the budget can be obtained at a lower quoted rate. In that case, Blue Icon Communications will work with the City's vendors to meet project completion deadlines.

Blue Icon Communications will provide a monthly invoice for services that includes consulting and approved budgeted expenses as agreed by the City. The City must approve any additional costs not outlined in this proposal before it is incurred.

Blue Icon Communications schedule of hourly rates as of January 1, 2020

Strategic Advisor	\$250.00
Project Manager	\$175.00
Senior Graphic Designer	\$125.00
Senior Web Developer	\$125.00
Photographer/Videographer	\$125.00
Outreach Project Specialist	\$125.00
Graphic Designer	\$75.00
Web Developer	\$75.00
Translator	\$75.00
Outreach Assistants	\$50.00

REFERENCES

City of Commerce Educational Outreach
Mr. Edgar Cisneros
City Manager

City of Commerce
Phone: (323) 722-4805

Yes on Measure S, Montebello
Hon. Jack Hadjinian
Council Member & Campaign Committee
City of Montebello
Phone: (323) 216-1239

Yes on Measures C & CC
Mr. Mario Beltran
General Consultant, Yes on Measures C & CC
City of Commerce
Phone: (562) 842-6070