



City of Riverbank

Request for Proposal (RFP)

for

Community Engagement Strategy

and

Communications Plan

All Proposals must be submitted to:

City of Riverbank
Attention: Marisela H. Garcia, City Manager
6707 Third Street, Suite A
Riverbank, CA 95367

Deadline for Proposal Submittal:

Thursday, December 11, 2025

5:00 p.m. PST

I. INTRODUCTION

The City of Riverbank is seeking the services of a qualified professional or firm to assist in the creation of a Community Engagement Strategy and Communications Plan (Plan). The Plan is envisioned as a comprehensive document to guide communications and engagement for the City of Riverbank. The Plan shall focus on the successful, consistent, effective, and collaborative approach to engaging City Council, City employees, residents, visitors, and stakeholders. This includes clearly defining the messages, priorities, strategies, and tools the City will deploy.

The Plan aligns with the strategic priorities of the Riverbank City Council, particularly Goal 2, Improve Public Communication. As such, the goal of the Plan is two-fold, one is to improve community and stakeholder engagement with a set of tools and priorities to offer access to information and amplify meaningful participation in and a broad understanding of City services, initiatives and resources, and second is to create guidance and establish best practices for the City Council and City Staff on external communication with our community.

As part of this Plan, a set of measurable communications and engagement outcomes will be put in place to refine the focus of City communications. As this document is both responsive and proactive, the Plan will lay out a framework for City staff and stakeholders to regularly review and adapt to the evolving needs of the City with a pulse on shifting trends in the world of civic engagement and communication.

II. CITY OVERVIEW

The City of Riverbank is located in the Central San Joaquin Valley along the Stanislaus River. The City's crown jewel is Jacob Myers Park which offers its citizens an unsurpassed quality of life. Residents enjoy the many recreational activities provided by the river, quality parks, and mild climate. Riverbank is a general-law city with a Council-Manager form of Government. The City Council is comprised of a Mayor elected at large, and four council members each representing one of the four districts within the city. The City Council, the City Manager, and our operating departments are focused on the City's mission to provide high quality, professional services and a safe family-oriented community for our diverse residents to thrive.

Incorporated in 1922, the City serves a population of over 25,000. City departments and services include, Administration (including the City Manager's Office, City Clerk, Human Resources and Information Technology), Community Development (which includes Planning, Building, and Neighborhood Improvement), Development Services (who oversees regulatory compliance, and capital projects), Finance, Public Works (including streets, sewer collection, water, and wastewater), and Parks & Recreation. Law enforcement services are provided via a contract with the Stanislaus County Sheriff's Department and Fire services are provided through the Stanislaus Consolidated Fire Protection District.

The City is experiencing significant growth with new housing and commercial developments with the most recent commercial development including Costco, Tractor Supply, amongst other major U.S. retailers.

III. SCOPE OF WORK

The City anticipates a project scope that includes key elements as outlined below; however, consultants should develop a proposal they believe will most effectively meet the City's objectives of assessing current communications gaps and developing a strategy for improved engagement to achieve the City Council's goals to create a:

“community engagement strategy to enhance public dialogue and trust between the organization and the community and develop a comprehensive communications plan that includes a multi-lingual component.”

The selected Consultant is encouraged to include recommendations of additional services they believe would be beneficial to the City above and beyond the tasks represented herein. Each recommendation shall include a full scope of work, timeline, key deliverables, and cost for implementation.

➤ Task 1: Input Gathering

Consultant will review the City of Riverbank's existing communications materials (print, online, and broadcast), market research, media coverage, internal communications, and other feedback to understand the community's perception

of the City and to identify strengths/opportunities and weaknesses/barriers to achieving strategic communications goals. Key elements of Plan creation should include, but are not limited to:

1. *Kickoff meeting:*

Meet with the City’s project team (in-person and/or virtual) to discuss existing efforts, project goals and deliverables (i.e., what the City is currently doing), develop a work plan and schedules, milestones, budget, and other items. Work with the project team to identify current aspirations and define success.

2. *Complete a City-wide communications audit and analysis:*

Consultant will review and analyze the City’s existing policies and practices, capabilities (staff capacity, and resources and management systems), incomplete crisis communications plan, as well as examine communications resources with an emphasis on understanding current priorities, limitations, and resource allocation given competing tasks and emerging issues.

3. *Input Gathering:*

- a. Conduct a series of one-on-one interviews (virtual and/or in-person) with City Council, Department Directors and Managers, communications liaisons, and community champions to identify the communications priorities and hurdles for each department.
- b. Develop and disseminate (with assistance from City staff if applicable), internal and external stakeholder surveys to gain insight into the City’s key audiences, reception to and digestion of various forms of information, and engagement capacity, and desire.
- c. Identify key audiences through audit and analysis and develop a strategic stakeholder map and matrix.

4. *Summary of Communication Gaps and Key Opportunities:*

Provide a summary of what was learned in Tasks 1.1 and 1.2, including branding and communication gaps, and a summary of Task 1.3 interviews that will inform future communications and strategy.

➤ **Task 2: Plan Development**

Relying on qualitative and quantitative research, and input and interviews from Task 1, Consultant will work with the City project team to develop a comprehensive Community Engagement Strategy and Communications Plan with a clear vision for the future, key messages, and specific tasks to achieve goals designed to address where and how the City can best serve residents, businesses, visitors, and stakeholders to create an informed public; generate strategic possibilities to meet the goals stated in the previous sentence; identify barriers; identify helpful best practices and communications standards; and identify systems and resources needed to support the City's efforts.

Critical elements of the Plan should include, but are not limited to:

1. *Develop communication goals and objectives, strategies and tactics including a multi-lingual component.*

Based on Task 1, Consultant will create communication goals and objectives, strategies and tactics that incorporate a multi-lingual component, including variances for permanent, multilingual City staff and non-City staff support. Consultant will define target audiences and specific practices for enhanced communication efforts. Furthermore, Consultant will identify and define the successful outcome and result that will be achieved with Plan implementation.

2. *Internal Communications Plan*

Aid City staff and City Council in their role as ambassadors in the community; establish tools and materials to ensure effective internal communication; provide clear guidance on proper and consistent messaging and outreach when departments engage with the public; evaluate importance of internal communications from a resource standpoint; and assess ways to unify the workforce and tap into the resource stated in the previous clause.

3. *External audiences/messaging framework*

Improve visibility, transparency, knowledge, and engagement; develop a framework that identifies specific audience segments along with high-level

message themes, communications objectives, and communications channels for each group; particular attention should be paid to developing language that speaks to equity and inclusion.

Develop strategies for City Council and City Staff to assess when and how to appropriately respond to concerns raised on social media, balancing transparency, timeliness, and organizational values.

4. *City Role and Responsibilities Flowchart*

Consultant will define roles and responsibilities for City Council Members, Department Directors, future Public Information Officers, staff, and stakeholders, and will review and update a responsibility flowchart. As part of this section, Consultant shall develop a public information organizational chart including anticipated work product assigned to each position including future program elements and the required staff time, skill set and capacity to launch specific initiatives and strategies.

5. *Communications Priority Implementation Chart*

Consultant will create a communications priority implementation chart that defines key priorities and those responsible for completing major tasks for each recommendation, expectations among various staff members, communications tools and engagement strategies available for various types of communications.

6. *External Communications Strategies*

Consultant will identify tactics that reach target audiences; develop and prioritize comprehensive communications strategies to reach a broad and diverse audience; include specific recommendations for messaging across the following key areas:

- a. Electronic communications (web, social media, email, text)
- b. Media Relations (print, broadcast)
- c. Paid media (print, online, broadcast, outdoor, etc.)
- d. Public Engagement (community events, educational programs, grassroots outreach, etc.)

- e. Partner relations (working with school districts, regional affiliates, NGO's, CBO's, special districts, etc.)
- f. Identify opportunities for presentations/speaking engagements throughout the region and the state; conferences and community groups where the City can have a stronger presence.

7. *Media Relations Plan*

Consultant will draft a media relations plan that helps the City to be seen by the media as a go-to credible, reliable source on a variety of topic areas; create strategies for developing and managing relationships with local and regional media to further gain coverage and build understanding of the City's work in the community; provide insights on understanding optimal timing and number of media outreach activities annually as well as best methods and key themes; identify key City communications staff members as primary point of contact for media.

8. *Draft and Finalize the Plan*

Compile all elements into a draft Plan; following City of Riverbank review, make necessary changes and submit the final plan for approval; facilitate meetings/workshops with project team to discuss and finalize plan; work with project team to present Plan to the City Council and other applicable audiences.

In addition to the above, elements of a completed plan will include:

- a. Sample communications product templates (e.g. City newsletters, press releases, etc.)
- b. Social Media Policy
- c. Completed Strategic Crisis Communications Plan
- d. Glossary of terms and definitions
- e. System for ongoing measurement and evaluation

9. *Implementation Plan*

Draft an implementation plan with year-over-year components, templates that allow communications staff to identify annual goals, projected results,

and key evaluation criteria, and a timeline to achieve success in the implementation of the Plan. The implementation plan may also include a la carte actions and strategies that may be executed during any phase of the five-year plan.

For the year one implementation, create a matrix identifying priority action items that consider financial resources for the first year, outlining the type of work, objectives, timing, lead responsibility and cost/level of effort for each action.

10. Provide a cost estimate for Plan Evaluation.

As an optional task, the City may elect to bring the Consultant back to conduct periodic implementation evaluation workshop(s) with key stakeholders; develop priorities for the following period; and provide recommendations on new and evolved communications tools.

➤ **Task 3: Training**

The selected Consultant will host a training course for City Council and staff that will accompany the roll out of the adopted Plan. The training should be a comprehensive look into key roles and responsibilities for each attendee, how to utilize the Plan, priorities and best practices, template use, and measurement and evaluation.

As a secondary element to the training, a media relations exercise including an on-camera element will also be offered to attendees.

Training should be developed in a manner that prevents violation of the Brown Act and keeps City Council Members separate from city staff, if applicable or recommended.

➤ **Task 4: Deliverables**

The selected Consultant shall be responsible for providing all reports, documents, and supporting materials to the City for future use. In addition to the Community Engagement Strategy and Communications Plan, training element,

implementation plan, and plan evaluation workshop estimate, the final deliverable will include:

1. An executive summary not to exceed three (3) pages and appendices (which may be compiled in a separate document) that contains the complete work product from all tasks.
2. The Consultant shall be prepared to create a PowerPoint presentation and conduct presentation(s) to the City's executive management team, and/or City Council in support of the document's approval.

The City places priority on the timely performance of these services. Once the contract is awarded for this project, the City expects the project to begin within four (4) weeks of the contract award.

Further Considerations:

The Consultant should consider the following when creating the scope of work for this project and the final Plan:

1. There is not a preexisting Plan to reference.
2. The City's location in the Central San Joaquin Valley and multilingual population.
3. The City's interested and engaged residents and businesses.
4. The desire for equitable, inclusive, and representative communication and dialog on City issues.
5. The varying preferences of residents and businesses for different communication channels and issues of a digital divide.
6. The desire to provide multiple opportunities to residents and businesses to engage with City officials and staff, including through volunteerism.
7. The need for the City to have unified and consistent messaging and practices across City Council and city departments while allowing specific departments to continue their existing communication and engagement practices.
8. The communication and engagement practices that are legally required of a City.
9. The significant number of digital communication tools that are now available and their appropriateness for use by City staff.
10. The City's government cable channel, Channel 2, serves as a mode of communication by broadcasting public meetings and service announcements and serves as an original content creator.

11. The desire to which residents and businesses have opportunities to provide input to the development of the communications and engagement plan.

IV. CALENDAR OF EVENTS

The following RFP Calendar of Events represents the City of Riverbank’s best estimate of the schedule that shall be followed. The City reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the RFP Calendar of Events shall be provided to all Proposers in the form of an addendum.

Event	Date
Issue Date of RFP	October 27, 2025
Deadline for Proposer Questions	November 14, 2025
Submittal Deadline	December 11, 2025
Review Period of Proposals & Interviews	Week of December 15
Consultant Contract Award	January 13, 2025

V. CONTACTS

Any questions regarding this RFP should be directed via e-mail to the RFP Coordinator below:

Marisela H. Garcia, City Manager
mhgarcia@riverbank.org

VI. RFP AMENDMENT AND CANCELLATION

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, notification shall be posted on the City’s website www.riverbank.org.

VII. EVALUATION CRITERIA

The City will evaluate the proposals in several critical areas listed below:

Scoring Criteria	Possible Points
Proposal Submission <input type="checkbox"/> Quality of the Proposal <input type="checkbox"/> Conformance with RFP Guidelines <input type="checkbox"/> Alignment with the Areas of Focus	15
Qualifications <input type="checkbox"/> Expertise in the fields necessary to execute the proposal <input type="checkbox"/> Recent relevant experience of team members <input type="checkbox"/> Professional qualifications and education of team members capacity (list # of projects in progress) and impacts on this project <input type="checkbox"/> Verifiable record of past successes <input type="checkbox"/> References	35
Project and Implementation Plan <input type="checkbox"/> Methodology for data collection, analysis, and reporting <input type="checkbox"/> Approach for demands from diverse stakeholders <input type="checkbox"/> Project Management Plan (work breakdown structure, phases, tasks, timeline)	30
Pricing <input type="checkbox"/> Please provide your best proposal. Any Proposals missing the pricing section will be disqualified.	20
Total Points for Written Proposal	100

The City shall make an award recommendation to the respondent whose proposal represents the best overall value solely determined by the City. The City's determination shall not be subject to appeal.

VIII. RFP PROCESS AND SUBMISSION REQUIREMENTS

All proposal materials must be placed in a sealed package (envelope, box, etc.) clearly marked with the proposal name and the firm's name. It is the responsibility of the firm to ensure that proposals are received by the City by the due date and

time stated on the cover of this RFP. The firm is responsible for delivery of their proposal by the deadline notwithstanding any claims of error or failure to perform by a mail, courier or package delivery service. No proposals or proposal modifications may be submitted orally, electronically, or via telephone, facsimile or electronic mail (email).

Five (5) original and one (1) digital copy in PDF format of the proposal are required and must be submitted and received no later than **5:00 PM (PST) on Thursday, December 11, 2025** to the address below. The original must be clearly marked and contain original signatures. Proposals will not be accepted after this deadline.

Faxed or e-mailed proposals will not be accepted.

City of Riverbank
Attn: Marisela H. Garcia, City Manager
6707 Third Street, Suite A
Riverbank, CA 95367

IX. PROPOSAL REQUIREMENTS

Proposals should include:

1. Cover Letter

The cover letter will include the company name, address, and telephone number of the authorized person to be used as the contact. The letter will indicate whether the proposer is an individual, partnership, or corporation. It must be signed by the individual, partner, or an officer or agent authorized to bind the firm. A corporation submitting a proposal may be required to furnish a certificate as to its corporate existence and satisfactory evidence as to the officers authorized to execute the contract on behalf of the corporation.

If selected, the firm shall be requested to be properly licensed to do business in the City of Riverbank and the State of California.

2. Company Qualifications

- a. A brief description of the organization (limited to one page)
- b. Experience and qualifications of staff

- c. List the staff assigned to the project, title, responsibilities as it would relate to this engagement.
 - d. Include resumes of each staff assigned.
 - e. A list of five (5) references. Please include names, positions, and telephone numbers for the individuals identified in the qualifications.
3. *Related Experience and References*
- a. Provide a brief summary of your experience developing community engagement strategies, communications plans, offering training in media relations, and presenting to legislative bodies.
 - b. Provide a list of at least five professional references and their contact information.
4. *Scope of Services*
- a. Describe how your firm proposes to meet the Scope of Work and any additional services.
 - b. An outline of action items and deliverables for each element listed in the Scope of Work.
5. *Project Schedule*
- a. Provide a timeline that shows the planned starting time and duration of each task in your scope of work.
6. *Cost Proposal*
- a. The Cost Estimate must include a breakdown of:
 - i. Person-hours per classification for each task/sub-task
 - ii. Billing rates per classification for each task/sub-task
 - iii. Direct labor costs
 - iv. Indirect costs
 - v. General and administrative costs
 - vi. Other direct costs such as equipment and materials
 - vii. Subcontractor costs

X. GENERAL TERMS AND CONDITIONS

1. Collusion

By submitting a response to the RFP, each Proposer represents and warrants that its response is genuine and not made in the interest of, or on behalf of,

any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

2. *Gratuities*

No person will offer, give, or agree to give, any City employee or its representatives any gratuity, discount, or offer of employment in connection with the award of contract by the City.

3. *Required Review and Waiver of Protests*

Proposers should carefully review this RFP and all attachments, including but not limited to the Consultant Services Agreement, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the City no later than the "Deadline for Proposer Questions" detailed in the Calendar of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective Information upon which contract award could not be made.

Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the City, in writing, by the Deadline for Proposer Questions.

4. *Nondiscrimination*

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's contractors. Accordingly, all Proposers entering into contracts with the City will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

5. *Proposal Preparation Costs*

The Proposer is responsible for any and all costs associated with the preparation, submittal, and presentation of any proposal.

6. *Proposal Errors*

Proposers are liable for all errors or omissions contained in their proposals. Proposers will not be allowed to alter proposal documents after the deadline for submitting a proposal. The City, at its discretion, has the right to accept or reject a proposal in part or whole due to errors and/or omissions of the response.

7. *Incorrect Proposal Information*

If the City determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known was materially incorrect, that proposal may be determined non-responsive, and the proposal may be rejected at the sole discretion of City.

8. *Consequence of Submission of Proposal*

The submission of a proposal shall not be deemed an agreement between the Proposer and the City. The proposal is a contractual offer by the Proposer to perform services in accord with the proposal. Specifically, the following provisions apply:

- The City shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.
- Acceptance of a proposal by the City obligates the proposer to enter into an agreement with the City using the Consultant Services Agreement template attached hereto.
- The agreement shall not be binding or valid against the City unless and until it is executed by the City and the selected Proposer.

The proposals received shall become the exclusive property of the City. At such time a recommendation of award to the Riverbank City Council, all proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are trade secrets as that term is defined in Government Code Section 7924.510(f) and which are so marked as “TRADE SECRET,” “CONFIDENTIAL” or “PROPRIETARY” (collectively, “privileged

information”). The City will promptly notify a Proposer that a request seeks disclosure of privileged information. Except as otherwise required by law, the City may, but is not required to, take any affirmative action to seek exemption of the disclosure of said privileged information, if any such exemption is applicable. Independent of any City action, it shall be the sole responsibility of any Proposer to take any and all necessary action(s) to protect said Proposer’s privileged information, including but not limited to, seeking a protective court order. Additionally, proposals that indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be found technically unacceptable. The City shall not in any way be liable or responsible to any Proposer or other person for any disclosure of any such records or portions thereof, whether the disclosure is deemed to be required by law, by an order of a court, or occurs through inadvertence, mistake, or negligence on the part of the City or its officers, agents or employees.

9. Assignment and Subcontracting

The selected Proposer who executes the contract with the City may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the City. Each subcontractor must be approved in writing by the City. The substitution of one subcontractor for another may be made only at the discretion of the City and with prior, written approval from the City.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, will be the prime contractor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Proposer. The Proposer is prohibited from performing any work associated with this RFP or using contractors for any service associated with this RFP outside the United States of America.

10. Proposal of Additional Services

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the City.

11. Lack of Funding

The City may need to amend the terms of this contract in the event that budgetary funding is reduced or discontinued. The Contractor shall receive written notification of either condition as soon as practically possible, but no later than thirty (30) days prior to reduction or termination.

12. Terms of Payment

Payment for monthly services shall be paid on a “Net 30” basis, in accordance with the Agreement terms.

13. Laws and Venue Governing Contract

The contract shall be governed in accordance with the laws of the State of California. The parties will stipulate that the contract will be entered into in the County of Stanislaus, in the State of California. The parties will stipulate that venue for any dispute arising out of the contract shall be with the Superior Court for the County of Stanislaus, California.

14. Rights of the City of Riverbank

The City reserves the right to:

- a. Make the selection based on its sole discretion;
- b. Reject any and all proposal;
- c. Issue subsequent Requests for Proposals;
- d. Postpone opening proposals, if necessary, for any reason;
- e. Remedy errors in the Request for Proposal process;
- f. Approve or disapprove the use of particular subcontractors;
- g. Negotiate with any, all, or none of the Proposers;
- h. Select other than the lowest offer;
- i. Waive defects or irregularities in any and all proposal;
- j. Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

XI. CONTRACT TEMPLATE

CONSULTANT SERVICES AGREEMENT

THIS CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 202__, (the “Effective Date”) by and between the City of Riverbank, a California municipal corporation (“City”), and _____, a [California limited liability company] (“Consultant”). City and Consultant may herein be referred to individually as a “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

A. City has [issued a request for proposals (“RFP”) for consultant services / determined that consultant services are required] for the preparation of _____ in connection with the _____ application (the “Project”).

B. Consultant has submitted a proposal to City that includes a scope of proposed consultant services, attached hereto and described more fully in **Exhibit A** (“Services”).

C. Consultant represents that it is qualified, willing and able to provide the Services to City, and that it will perform Services related to the Project according to the rate schedule attached hereto and described more fully in **Exhibit B** (the “Rates”).

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. Consulting Services. Consultant agrees, during the term of this Agreement, to perform the Services for City in connection with the Project. Any request for services in addition to the Services described in **Exhibit A** will be considered a request for additional consulting services and not compensated unless the Parties otherwise agree in writing. No subcontract shall be awarded or an outside consultant engaged by Consultant unless prior written approval is obtained from City.

2. Compensation. City shall pay Consultant according to the fee schedule set forth in the Rates, as full remuneration for the performance of the Services. Consultant agrees to maintain a log of time spent in connection with performing the Services. On a monthly basis, Consultant shall provide City, in reasonable and understandable detail, a description of the services rendered pursuant to the Services and in accordance with the Rates. If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. If City disputes any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

3. Reimbursement. City shall pay Consultant for reimbursable expenses related to travel, lodging, conference calls, reproduction and other costs incurred related to Consultant’s

performance of the Services. Such reimbursable costs shall be invoiced and billed to the City on a monthly basis, provided that in no event shall reimbursable expenses exceed \$ [REDACTED].

4. Confidential Information. Consultant understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City (“Confidential Information”).

Consultant shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Consultant written authorization to make any such disclosure, Consultant shall do so only within the limits and to the extent of that authorization. Such authorization does not guarantee that the City will grant any further disclosure of Confidential Information. Consultant may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project, and in such event, Consultant agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

5. Term. This Agreement shall become effective on the Effective Date and will continue in effect until the Services provided herein have been completed, unless terminated earlier as provided in Section 6 or 7 below (the “Term”).

6. Termination. City may terminate this Agreement prior to the expiration of the Term (“Termination”), without cause or reason, by notifying Consultant in writing of City’s desire to terminate this Agreement (the “Termination Notice”). Upon receipt of a Termination Notice, Consultant shall immediately cease performing the Services. Consultant will be entitled to compensation, as of the date Consultant receives the Termination Notice, only for Services actually performed.

7. Termination for Cause. Notwithstanding Section 6 above, this Agreement may be terminated by City for cause based on the loss or suspension of any licenses, permits or registrations required for the continued provision of the Services, or Consultant’s malfeasance. Termination of the Agreement for cause as set forth in this Section shall relieve City from compensating Consultant.

8. Performance by Key Employee. Consultant has represented to City that [REDACTED] will be the person primarily responsible for the performance of the Services and all communications related to the Services. City has entered into this Agreement in reliance on that representation by Consultant.

9. Property of City. The following will be considered and will remain the property of City:

A. Documents. All reports, drawings, graphics, working papers and Confidential Information furnished by City in connection with the Services (“Documents”).

Nothing herein shall be interpreted as prohibiting or limiting City's right to assign all or some of City's interests in the Documents.

B. Data. All data collected by Consultant and produced in connection with the Services including, but not limited to, drawings, plans, specifications, models, flow diagrams, visual aids, calculations, and other materials ("Data"). Nothing herein shall be interpreted as prohibiting or limiting City's right to assign all or some of City's interests in the Data.

C. Delivery of Documents and Data. Consultant agrees, at its expense and in a timely manner, to return to City all Documents and Data upon the conclusion of the Term or in the event of Termination.

10. Duties of City. In order to permit Consultant to render the services required hereunder, City shall, at its expense and in a timely manner:

A. Provide such information as Consultant may reasonably require to undertake or perform the Services;

B. Promptly review any and all documents and materials submitted to City by Consultant in order to avoid unreasonable delays in Consultant's performance of the Services; and

C. Promptly notify Consultant of any fault or defect in the performance of Consultant's services hereunder.

11. Representations of Consultant. City relies upon the following representations by Consultant in entering into this Agreement:

A. Qualifications. Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses, permits and registrations required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Consultant represents and warrants to City that Consultant shall, at Consultant's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and registrations that are legally required for Consultant to practice Consultant's profession at the time the Services are rendered.

B. Consultant Performance. Consultant represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Consultant shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Consultant shall be completed using the best practices available for the profession and shall be free from any defects. Consultant agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to City.

12. Compliance with Laws and Standards. Consultant shall insure compliance with all applicable federal, state, and local laws, ordinances, regulations and permits, including but not limited to federal, state, and county safety and health regulations. Consultant shall perform all work according to generally accepted standards within the industry. Consultant shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of Client pertaining to the work.

13. Independent Contractor; Subcontracting. Consultant will employ, at its own expense, all personnel reasonably necessary to perform the Services. All acts of Consultant, its agents, officers, employees and all others acting on behalf of Consultant relating to this Agreement will be performed as independent contractors. Consultant, its agents and employees will represent and conduct themselves as independent contractors and not as employees of City. Consultant has no authority to bind or incur any obligation on behalf of City. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever. Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by City in writing.

14. Insurance. Consultant and all of Consultant's contractors and subcontractors shall obtain and maintain insurance of the types and in the amounts described in this paragraph and its subparagraphs with carriers reasonably satisfactory to City.

A. General Liability Insurance. Consultant shall maintain occurrence version commercial general liability insurance or an equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) for each occurrence.

B. Workers' Compensation Insurance. Consultant shall carry workers' compensation insurance as required by the State of California under the Labor Code. Consultant shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

C. Errors and Omissions Liability. Consultant shall carry errors and omissions liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) per occurrence or greater if appropriate for the Consultant's profession. Architects and engineers coverage is to be endorsed to include contractual liability. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

D. Other Insurance Requirements. Within five (5) days of the Effective Date, Consultant shall provide City with certificates of insurance for all of the policies required under this Agreement (“Certificates”), excluding the required worker’s compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Consultant shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the worker’s compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days’ prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City’s Agents as additional insureds with respect to liability arising out of Services, work or operations 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, or hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City; (c) be primary with respect to any insurance or self-insurance programs covering City or City’s Agents and any insurance or self-insurance maintained by City or City’s Agents shall be in excess of Consultant’s insurance and shall not contribute to it; (d) contain standard separation of insured provisions; and (e) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to the City.

15. Indemnification. Consultant hereby agrees to indemnify, defend, and hold harmless City, its agents, officers, employees and volunteers, against all liability, obligations, claims, loss, and expense (a) caused or created by Consultant, its subcontractors, or the agents or employees of either, whether negligent or not, pertaining to or related to acts or omissions of Consultant in connection with the Services, or (b) arising out of injuries suffered or allegedly suffered by employees of Consultant or its subcontractors (i) in the course of their employment, (ii) in the performance of work hereunder, or (iii) upon premises owned or controlled by City. Consultant’s obligation to defend, indemnify and hold City and its agents, officers, employees and volunteers harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

16. Consequential Damages. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

17. Litigation. In the event that either Party brings an action under this Agreement for the breach or enforcement hereof, or must incur any collection expenses for any amounts due hereunder the prevailing Party in such action shall be entitled to its costs including reasonable attorney’s fees, whether or not such action is prosecuted to judgment.

18. Notices. Any notice or communication required hereunder between City or Consultant must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight

delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices given by registered or certified mail shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, (b) on the date delivered as shown on a receipt issued by the courier, or (c) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses in this paragraph set forth below:

If to City: City of Riverbank
6707 Third Street
Riverbank, CA 95367
Attn: City Clerk

With courtesy copies to: City of Riverbank
6707 Third Street
Riverbank, CA 95367
Attn: City Manager

And to: White Brenner LLP
1608 T Street
Sacramento, California 95811
Attention: Douglas L. White, Esq.

If to Consultant: _____

Attention: _____

19. General Provisions.

A. Modification. No alteration, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties.

B. Waiver. The waiver by any Party of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

C. Assignment. No Party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

E. Venue. Venue for all legal proceedings shall be in the Superior Court of California for the County of Stanislaus.

F. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

G. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

H. Severability. If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

I. Audit. City shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Consultant's charges to City under this Agreement.

J. Entire Agreement. This Agreement sets forth the entire understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, proposal letters or other promises, whether oral or in writing.

K. Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

L. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last day and date below written.

CITY:

CITY OF RIVERBANK, a California
municipal corporation

By: _____
Marisela H. Garcia, City Manager

Date: _____

Approved as to Form:

Tom Hallinan, City Attorney

CONSULTANT:

_____, a [California limited
liability company]

By: _____

Name: _____

Date: _____

EXHIBIT A

Services

EXHIBIT B
Rate Schedule