

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SINGER ASSOCIATES, INC.**

PREAMBLE

This agreement for the performance of services (“Agreement”) is by and between Singer Associates, Inc, a California corporation, with its principal place of business located at 47 Kearny Street, Second Floor, San Francisco, CA 94108 (“Contractor”), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City’s choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are

more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT AND COMPLETION OF SERVICES.

- A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.
- B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on June 30, 2019.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If

any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

8. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

10. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

11. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

12. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

14. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

17. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

18. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

19. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

20. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

21. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

22. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

23. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

24. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

27. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

28. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

29. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: City Manager's Office
1500 Warburton Avenue
Santa Clara, California 95050

And to Contractor addressed as follows:

Name: Singer Associates
Address: 47 Kearny Street, Second Floor
San Francisco, CA 94108

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

32. DISPUTE RESOLUTION.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara

County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

33. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

34. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

35. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

36. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

36. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

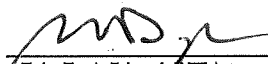
This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.


CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:


Dated: 2/15/2018



BRIAN DOYLE
City Attorney



DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771


ATTEST:


JENNIFER YAMAGUMA
Acting City Clerk

"CITY"

SINGER ASSOCIATES, INC
A California Corporation

Dated: 1/30/18

By: 

(Signature of Person executing the Agreement on behalf of Contractor)

Name: Sam Singer
Title: President

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SINGER ASSOCIATES, INC.**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal titled, "Singer Associates, Inc.," attached to this Exhibit A.

SINGER ASSOCIATES, INC.

PUBLIC AFFAIRS & CORPORATE COMMUNICATIONS

1. Executive Summary

Thank you for the opportunity to submit this request for qualifications and a quote for the City of Santa Clara, including the Santa Clara Stadium Authority, for public affairs and media relations services. We would be honored to assist the City, Santa Clara Stadium Authority, and you on this important effort. Singer Associates has substantial experience in working with local governments and sports venues/stadiums, and we look forward to the opportunity of using these experiences to enhance transparency, media coverage, and brand identity for the City of Santa Clara.

2. Description of Firm demonstrating the firm's capacity, resources and expertise

Singer Associates is a full-service communications agency. From public information communications to public outreach campaigns we have been recognized with numerous industry awards for our work for municipal and government agency work. Our clients know that they can look to us to help them address a single issue or create a long-term communications strategy.

Our services are not only strategic, but focus on implementation and execution as well. Our approach to helping clients is hands-on: We help in developing the strategy and then in making it happen: We prepare public participation plans, create communications materials, develop media and new media outreach and education, prepare briefing papers, write speeches, create and manage websites and manage multi-million-dollar advertising campaigns. Few agencies have more experience in providing a full complement of communications services on a daily basis to a varied and sophisticated clientele. Professional services we provide to our clients include:

- **Public Information and outreach**
- **Public Relations**
- **Public Affairs**
- **Community Outreach**
- **Media and New Media Relations**
- **Media Monitoring**
- **Spokesperson Activities**
- **Internal Communications**
- **Coalition Building**
- **Reputation Management**
- **Litigation Support**
- **Advertising and Marketing**

Singer Associates' highly regarded reputation is based on our ability to provide these professional services to help our clients.

Sam Singer formed the firm in 1990. It has been cited as the top "issues-oriented agency in the United States" and "quite simply, one of the best small to midsize agencies in the country" by The Holmes Report, a New York-based trade journal. Singer Associates was named "Public Affairs Agency of the Year" in 2013 by The Holmes Report and won PRWEEK's "Public Relations Agency of the Year" in 2015. This year, 2018, Singer is again a finalist against for PRWEEK's "Agency of the Year" national award.

We pride ourselves on our work for public agencies. The Singer agency was recently recognized and received an award in 2015 from The Holmes Report for our persuasive content produced for the City of San Bruno.

Experience

We have represented the following government agencies at the local, regional, national, and international levels:

City of Los Angeles
City of San Francisco
City of Dublin
City of Lafayette
City of Napa
City of Sunnyvale
...
City of Berkeley
City of San Bruno
City of Pacifica
City of Pleasanton
City of San Leandro
City of Milpitas
County of Sonoma
County of Calaveras
County of San Mateo
Bay Area Rapid Transit District
Transbay Joint Powers Authority
AC Transit
SamTrans
CalTrain
Contra Costa Water District
Marin Water District
Santa Clara Valley Water District
Presidio Trust
State of Nevada, Office of the Governor
Hong Kong Economic and Trade Office

We also have extensive sports experience, having done work in the past for SMG (Stadium Management Group) Anschutz Entertainment Group, Bay to Breakers footrace, San Jose Sharks, San Francisco 49ers (we worked for the team from 1998 until 2006), National Women's Soccer League, The America's Cup, Aquamaids, San Francisco Marathon, ESPN, the San Francisco Giants, and others.

3. Prior Project Descriptions

City of San Bruno

Singer Associates is proud to have worked for the City of San Bruno to create an effective communications plan to get restitution from Pacific Gas and Electric (PG&E) for the worst natural gas explosion and fire in U.S. history. After the explosion, the City was in negotiations with PG&E for restitution, but when PG&E walked away from the negotiating table, Singer developed a hard-hitting communications strategy that resulted in the City's gaining an historic \$70 million in restitution.

The Singer agency developed an overall communications and public information campaign for San Bruno to help shine a light on the "too cozy" (as described by the National Transportation and Safety Board) relationship between the regulator (California Public Utilities Commission) and the utility (Pacific Gas & Electric Co.)

The advocacy efforts led by Singer for the City of San Bruno helped result in the largest penalty and fine against a utility company in U.S. history—as well as an increased commitment by the CPUC to the safety of utility regulation in California.

Singer was responsible for all communication strategies and implementation of the campaign, including: written materials, talking points, speech writing, news media communications, media releases, public information outreach, community and neighborhood communications and outreach, website creation, website design and maintenance, and social media outreach.

Agency staff role at San Bruno: Sam Singer, Adam Alberti, Elise Houren

Reference for Singer Associates Work:

Connie Jackson
City Manager
City of San Bruno
Phone: (650) 823-3262
Email: CJackson@sanbruno.ca.gov
567 El Camino Real, San Bruno, CA 94066

City of Milpitas

Singer Associates was hired by the City of Milpitas to produce and manage strategic public communications to provide information with regards to City services; foster community dialogue and problem-solving between residents, businesses, stakeholders and the City; highlight investments in the community; provide transparency of City policies, goals and the decision-making process; and promote a positive image of Milpitas. Singer worked on this contract from 2015 to 2017 for the City of Milpitas.

Our efforts were designed to: enhance the quality of information provided to residents, businesses, stakeholders, City employees and other target audiences; Strengthen residents' relationships with the City and each other; Foster a sense of pride in Milpitas; Increase outreach to stakeholders on the local, regional, national and international levels; Showcase current businesses, residents and institutions investing in Milpitas; Promote future investment opportunities in Milpitas; Highlight City services that stakeholders could use access to improve their quality of life.

We worked on communication matters of significant importance to the City, including personnel changes, litigation, real estate development, public safety issues, special events, city council decisions, city manager decisions, public information outreach on city-related community initiatives, and other matters.

Agency staff role at San Bruno: Sam Singer, Adam Alberti, Tina Walker, Elise Houren

Reference for Singer Associates Work:

Nina Hawk
Acting Assistant City Manager
City of Milpitas
(now at Santa Clara Valley Water District)
Phone: 408-630-2736
Email: nhawk@valleywater.org
5750 Almaden Expy, San Jose, CA 95118

Santa Clara Team Members

Singer Associates will dedicate our most senior and experienced staff to work with the City of Santa Clara and all work will be spearheaded by Sam Singer and/or Adam Alberti

Additionally, the other Singer team member who will be provided to the City of Santa Clara includes Elise Houren.

Please find below the biographical sketches for the team members:

SAM SINGER*President*

Sam Singer has more than 20 years of experience working with government agencies, elected and regulatory leaders, corporations, non-profit agencies, and trade associations in developing their public affairs, public information, public relations, communications and strategies. One of the nation's leading communications strategists, Mr. Singer is a former journalist and political campaign manager.

Prior to forming the agency, Mr. Singer was Communications Director and Press Secretary to Nevada Governor Richard Bryan in his successful bid for the U.S. Senate. He served as State Campaign Manager of Los Angeles District Attorney Ira Reiner's campaign for State-Attorney General. Mr. Singer served as campaign manager for Miriam Shearing, the first woman to be elected to the Nevada Supreme Court and as the campaign manager and chief strategist for the reelection of Judge Dorothy von Beroldingen in San Francisco as well as numerous other campaigns.

Mr. Singer began his career as a newspaper reporter for the Richmond Independent and Berkeley Daily Gazette. He became a Washington-based television and radio correspondent with Medill News Service covering Congress for CBS News affiliates. Lastly, he served as editor of the Berkeley Daily Gazette and managing editor of the Berkeley Voice.

ADAM ALBERTI*Executive Vice President*

Adam Alberti brings extensive government agency experience. He was named one of PR Week's "40 under 40" in the industry and has a long background as a public information expert and communications consultant.

Mr. Alberti led the communications efforts for the Transbay Joint Powers Authority and has provides significant communications consulting to CalTrain, SamTrans, San Bruno, AC Transit, Milpitas, and other government agencies. In the past, Mr. Alberti has managed the Visa International account including work on the Olympic Top 5 Sponsorship and the America's Cup.

He is a graduate of the University of California, Berkeley, where he graduated with distinction and was awarded a BS in both Political Science and Environmental Sciences Policy Management. Mr. Alberti is a Veteran of the Persian Gulf War, where he served as a Navigator on board the historic "Mighty MO," USS Missouri, BB-63 and the USS Long Beach, CGN-9.

ELISE HOUREN*Senior Account Executive*

Before joining the team at Singer, Elise Houren was the Director of Government Relations for the Chicagoland Chamber of Commerce focusing on local government advocacy. She represented over 1,000 member companies and routinely worked with government agencies and elected officials at the local, state, and federal levels.

In her previous role, Ms. Houren was highly involved with the Chicago O'Hare International Airport Modernization Program. Additionally, she worked with the Chicago Transit Authority (CTA) on the Red and Purple Line Modernization Program. She also represented the Chicagoland Chamber on task forces for Mayor Rahm Emanuel and Cook County Board President Toni Preckwinkle.

Ms. Houren received her Master of Public Policy from the Harris School at the University of Chicago. She received her B.A. in Political Science from Southern Methodist University.

Possible Implementation Tactics for Santa Clara:

Singer Associates will utilize the following tactics as appropriate to best communicate to residents and the news media/new media/social media to advance the public affairs goals of the City of Santa Clara and stadium authority:

- **Develop Effective Messaging:** The single most important action you can take is to create simple, clear and consistent messages.

- **Create Communications Materials:** We normally recommend the development of the following communications materials to help deliver your message to target audiences:
 - Talking/messaging points for internal & external audiences, including city officials and elected leaders.
 - News releases, blog posts, and media statements to get out front and position the City's point of view, along with updated media lists and distribution preparation.

- **Generate Opportunities to Promote the City's Advocacy and Actions:** We can support events to promote the City of Santa Clara elevating the exposure of the City to audiences locally, regionally, nationally and internationally.
 - Orchestrate media briefings in advance of relevant announcements and meetings, creating an opportunity for the City to get its message out, focus the narrative and highlight its work and accomplishments.
 - Work to coordinate interviews, broadcast appearances, phone and radio interviews, blog posts and social media.

4. Fully Executed Attachments

ATTACHMENT B

Proposer's Information Form

PROPOSER (please print): Singer Associates Inc.

Name: Sam Singer

Address: 47 Kearny St., 2nd Floor
San Francisco, CA 94108

Telephone: 415-227-9700

FAX: 415-348-8478

Contact person, title, telephone number, email address and fax number: _____

Sam Singer, President, 415-227-9700, singer@singersf.com, 415-348-8478

Proposer, if selected, intends to carry on the business as (check one)

- Individual
- Joint Venture
- Partnership
- Corporation

When incorporated? Sept. 2000

In what state? CA

When authorized to do business in California? 2000

Other (explain): _____

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received:

- 1
- 2
- 3
- 4
- 5
- 6

Or,

_____ No Addendum/Addenda Were Received (check and initial).

PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFQ, that they are aware of the applicable facts pertaining to the RFQ process, its procedures and requirements, and they have read and understand the RFQ. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

(1) If Proposer is *INDIVIDUAL*, sign here:

Date: _____

Proposer's Signature

Proposer's typed name and title

(2) If Proposer is *PARTNERSHIP* or *JOINT VENTURE*, at least (2) Partners or each of the Joint Venturers shall sign here:

Partnership or Joint Venture Name
(type or print)

Date: _____

Member of the Partnership or Joint Venture
signature

Date: _____

Member of the Partnership or Joint Venture
signature

(3) If Proposer is a CORPORATION, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively:

PRESIDENT (Title) and

(Title)

of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

SINGER Associates Inc.

Corporation Name (type or print)

By: Jan Singer

Title: PRESIDENT

Dated: 1/16/18

By: _____

Title: _____

Dated: _____

ATTACHMENT C

Certification of Nondiscrimination

As suppliers of goods or services to the City of Santa Clara, the firm and individuals listed below certify that they do not discriminate in employment of any person because of race, color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, or familial status; and that they are in compliance with all Federal, State and local laws, directives and executive orders regarding nondiscrimination in employment.

(1) If Proposer is *INDIVIDUAL*, sign here:

Date: _____

Proposer's Signature

Proposer's typed name and title

(2) If Proposer is *PARTNERSHIP* or *JOINT VENTURE*, at least (2) Partners or each of the Joint Venturers shall sign here:

Partnership or Joint Venture Name
(type or print)

Date: _____

Member of the Partnership or Joint Venture
signature

Date: _____

Member of the Partnership or Joint Venture
signature

(3) If Proposer is a CORPORATION, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively:

PRESIDENT (Title) and

_____ (Title) of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

SINGER Associates Inc.

Corporation Name (type or print)

By: Jan Singer

Title: PRESIDENT

Dated: 1/16/18

By: _____

Title: _____

Dated: _____

ATTACHMENT D

Fee Schedule

Singer Associates works on a time and materials basis based upon our regular rates. However, we will commit to a blended flat rate of \$250/hour for all work for the City of Santa Clara. Singer Associates will apply no minimum hourly requirement and will waive travel time costs (with the exception of mileage fees for vehicles).

Below, for comparative reference we have included our regular hourly billing rates. All costs associated with equipment rental, production materials or expenses incurred by a third party will be bid on separately only upon directed advanced approval of the client.

RATE SCHEDULE

HOURLY RATES	
PRESIDENT	500.00
EXECUTIVE/SENIOR VICE PRESIDENT	400.00
SENIOR CONSULTANT	400.00
VICE PRESIDENT	350.00
SENIOR ACCOUNT SUPERVISOR	325.00
ACCOUNT SUPERVISOR	300.00
SENIOR ACCOUNT EXECUTIVE	250.00
ACCOUNT EXECUTIVE	200.00
ASSISTANT ACCOUNT EXECUTIVE	175.00
ACCOUNT COORDINATOR	150.00
ACCOUNT ASSISTANT	100.00

Thank you for considering Singer Associates. We would be honored to work for the City of Santa Clara.

#30#

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
SANTA CLARA STADIUM AUTHORITY
SINGER ASSOCIATES, INC.**

EXHIBIT B

FEE SCHEDULE

Contractor has committed to a blended flat rate of \$250/per hour for all work conducted as part of this agreement; a fee schedule has been attached to the proposal in Exhibit A.

In no event shall the amount billed to Authority by Contractor for services under this Agreement exceed one hundred thousand (\$100,000), subject to budget appropriations.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SINGER ASSOCIATES, INC.**

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE COVERAGE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$2,000,000 Each occurrence
\$2,000,000 General aggregate
\$2,000,000 Products/Completed Operations aggregate
\$2,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the

Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);
4. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SINGER ASSOCIATES, INC.**

EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SINGER ASSOCIATES, INC.**

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

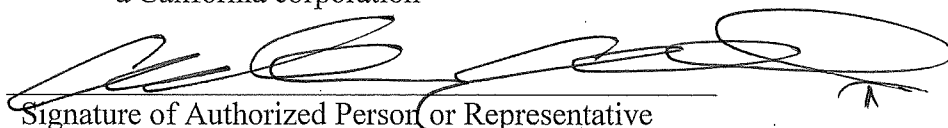
I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

SINGER ASSOCIATES, INC.
a California corporation

By:


Signature of Authorized Person or Representative

Name: Adam Alberti

Title: Executive Vice President

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

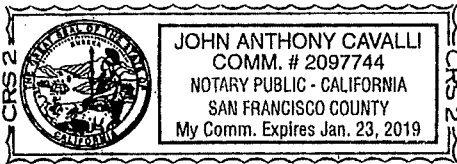
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco }

On Jan 31, 2018, before me, John Anthony Cavalli, Notary Public, personally appeared
Adam Alberti

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian of Conservator

Trustee Guardian of Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____