



**PUBLIC OUTREACH – COMPREHENSIVE PLAN UPDATE (RFP #15/16-003)
CITY OF SPARKS, NEVADA**

THIS CONTRACT made and entered into on this 28th day of September, 2015, by and between the City of Sparks, Nevada, a municipal corporation, existing under and by virtue of the laws of the State of Nevada, hereinafter called "City", and **RAD Strategies Inc.**, a qualified consultant in the class of work required, hereinafter called "Consultant".

W I T N E S E T H

WHEREAS, the City desires to engage Consultant in the performance of providing Professional Services which are more fully described in Consultant's Proposal submitted in response to all phases of RFP #15/16-003 for the referenced project, attached hereto and incorporated herein by reference. (Hereinafter referenced to as "Proposal");

WHEREAS, Consultant's legal status is an Independent Contractor and Consultant is in good standing in the State of Nevada;

WHEREAS, Consultant desires to perform the Program under the terms and conditions set forth herein;

NOW, THEREFORE, IT IS AGREED as follows:

1. Scope of Work:

The scope of work for this contract is generally defined as **Public Outreach – Comprehensive Plan Update**. The City's Contract Documents and Consultant's Entire Proposal are on file with the City of Sparks and may be located within "Attachment A." All terms, conditions and requirements contained in these Documents, including any and all addenda issued by the City, are hereby incorporated into this Contract. The work scope will include, but not be limited to the tasks outlined in Attachment A.

The Consultant shall perform within the time stipulated, the Contract as herein defined and shall provide and furnish any and all of the labor, materials, methods or processes, equipment implements, tools, machinery and equipment, and all utility, transportation and other services required to complete all of the work covered by the Contract in connection with strict accordance with the plans, specifications or proposals, which were approved by said City and are on file with the City, including any and all addenda issued by the City, and with the other contract documents hereinafter enumerated. Consultant will have the right to control or direct the manner and the order in which it provides the services contemplated under this Agreement.

Consultant represents and warrants that Consultant is engaged in an independent calling and has complied and will continue to comply with all local, state and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services to be performed under this Agreement.

Consultant understands that the services it has been retained to perform may be dangerous or may entail a peculiar unreasonable risk of harm to others unless special precautions are taken and Consultant agrees to



exercise reasonable care to take such precautions.

2. Payment for Project Services

As full consideration for the Professional Services to be performed by Consultant, City agrees to pay Consultant as set forth in accordance with the Fee Schedule set forth in the proposal and not to exceed fee of **\$100,000.00** for the project. The City will not hire or directly compensate the Consultant’s employees, assistants or subcontractors, if any. It is expressly understood and agreed that all work done by Consultant shall be subject to review as to its result by the City at the City’s discretion. Payment of any invoice shall not be taken to mean that the City is satisfied with Consultant’s services to the date of payment and shall not forfeit City’s right to require the correction of any service deficiencies.

3. Term

This Agreement shall become effective upon contract execution and will continue in effect until

MO/DY/YR, or

The Project is completed (Approximately _____), or unless earlier terminated as provided herein.

4. Time Devoted to Work:

In performing the services contemplated under this Agreement, the services and the hours Consultant is to work on any given day will be on a mutually agreed upon basis, except for attendance at scheduled meetings, and City will rely upon Consultant to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

City understands that Consultant is engaged in the same or similar activities for others and that City may not be Consultant’s sole client or customer. However, Consultant represents and warrants that it is under no obligation or restriction, nor will it assume any such obligation or restriction, that would in any way interfere or be inconsistent with the services to be performed under this Agreement.

5. No Unfair Employment Practices:

In connection with the performance of work under this Agreement, Consultant agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, sex, sexual orientation, disability or age. Any violation of these provisions by Consultant shall constitute a material breach of this contract.

6. No Illegal Harassment:

Violation of the City’s harassment policy, which is incorporated by reference and available from the Human Resources Division, by the Consultant, its officers, employees, agents, consultants, subcontractors and anyone for whom it is legally liable, while performing or failing to perform Consultant’s duties under this Contract shall be considered a material breach of this contract.

7. Lawful Performance:

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor’s sole expense.



8. Status of Consultant:

It is the intent of the parties that Consultant shall be considered an independent contractor and that Consultant, and anyone else for whom it is legally liable, shall not be considered employees, servants or agents of the City for any purpose. Furthermore, this Agreement shall not be construed to create a partnership or joint venture between the Consultant and the City.

Neither Consultant nor any of its employees or contractors shall be eligible to participate in City's industrial insurance, unemployment, disability, medical, dental, life or other insurance programs, or any other benefit or program that is sponsored, financed or provided by City for its employees.

Consultant agrees that it shall be Consultant's exclusive responsibility to pay all federal, state, or local payroll, social security, disability, industrial insurance, self-employment insurance, income and other taxes and assessments related to this Agreement. Neither FICA (Social Security), FUTA (Federal Employment), nor local, state or federal income taxes will be withheld from payments to Consultant. Consultant shall at Consultant's expense pay and be fully liable and responsible for, and indemnify and hold harmless City from, any assessments, fines or penalties relating to Consultant's failure to uphold any of these responsibilities.

9. City Ownership of Proprietary Information:

All reports, drawings, plans, specifications, and other documents prepared by Consultant as products of service under this Agreement shall be the exclusive property of the City and all such materials shall be remitted to the City by Consultant in a timely manner upon completion, termination or cancellation of this Agreement. Consultant shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Consultant's obligations under this Agreement without the prior written consent of the City.

10. Public Records:

Consultant understands that City is subject to the provisions of NRS 239.010. As such, the City may have the duty to disclose the Consultant's reports or recommendations.

11. Insurance:

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THE APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Should work be required on City premises or within the public right-of-way, upon award of the contract, the bidder shall provide proof of Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers' Compensation if applicable, prior to initiation of any services under City, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:



Contractor shall at its own expense carry and maintain at all times the following insurance coverage and limits of insurance. Contractor shall also cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein. All insurers must have AM Best rating not less than A-VII, and be acceptable to the City. Contractor shall furnish copies of certificates of insurance evidencing coverage for itself and for each subcontractor. Failure to maintain the required insurance may result in termination of this contract at City's option. If Contractor fails to maintain the insurance as set forth herein, City shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

Contractor shall provide proof of insurance for the lines of coverage, limits of insurance and other terms specified below prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications,

Contractor and any of its subcontractors shall carry and maintain coverage and limits no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater.

| Applicable to this Contract | Insurance Type | Minimum Limit | Insurance Certificate | Additional Insured | Waiver of Subrogation |
|-----------------------------|---------------------------|---------------|-----------------------|--------------------|-----------------------|
| Yes | General Liability | \$1,000,000 | ✓ | ✓ | ✓ |
| Yes | Automobile Liability | \$1,000,000 | ✓ | ✓ | |
| Yes | Workers' Compensation | Statutory | ✓ | | ✓ |
| Yes | Employer's Liability | \$1,000,000 | ✓ | | |
| No | Professional Liability | \$1,000,000 | ✓ | | |
| No | Pollution Legal Liability | \$1,000,000 | ✓ | | |

Commercial General Liability

Contractor shall carry and maintain a Commercial General Liability policy providing coverage for liability arising from premises, operations, independent contractors, products-completed operations liability, personal and advertising injury, and liability assumed under an insured contract (including, but not limited to, the tort liability of another assumed in a business contract).

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, unless Subcontractor carries and maintains separate policies providing such coverage and provides Contractor evidence of insurance confirming the coverage.

Minimum Limits of Insurance

\$1,000,000 Each Occurrence Limit for bodily injury and property damage

\$2,000,000 General Aggregate Limit

\$2,000,000 Products and Completed Operations Aggregate Limit



\$10,000 Medical Expense Limit

If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this PROJECT or LOCATION.

Coverage Form

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Commercial General Liability (CGL) "Occurrence" form CG 00 01 04/13 or substitute form providing equivalent coverage.

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds in respects to damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

Primary and Non-Contributory

Contractor's insurance coverage shall be primary insurance as it relates to City, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.

Separation of Insureds

Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Endorsements

A policy endorsement is required listing all required additional insureds. The endorsement for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CG 20 10 11/85 or a substitute form providing equivalent coverage for products and completed operations.

A waiver of subrogation in favor of City shall be endorsed to the policy using an unmodified Waiver of Transfer of Rights of Recovery of Others to Us ISO CG 24 04 05 09, or a substitute form providing equivalent coverage.

Business Automobile Liability***Minimum Limits of Insurance***

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage or the limit customarily carried by Contractor, whichever is greater. No aggregate limit may apply. Coverage may be combined with Excess/Umbrella Liability coverage to meet the required limit.

Coverage Form



Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Business Automobile Coverage form CA 00 01 10/13, CA 00 25 10/13, CA 00 20 10/13 or substitute form providing equivalent coverage for Automobile Liability Symbol 1 for "Any Auto". If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds with respect to damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

Endorsements

A policy endorsement is required listing all required additional insureds. The endorsement for Business Automobile Liability shall be at least as broad as the unmodified ISO CA 20 48 10/13 or a substitute form confirming City's insured status for Liability Coverage under the Who Is An Insured Provision contained in Section II of the coverage form ISO CA 00 01 10/13.

Workers' Compensation and Employer's Liability

Contractor shall carry and maintain workers' compensation and employer's liability insurance as required by NRS 616B.627 or provide proof that compliance with the provisions of Nevada Revised Statutes Chapters 616A-D and all other related chapters is not required. It is understood and agreed that there shall be no coverage provided for Contractor or any Subcontractor of the Contractor by the City. Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the City to make any payment under this Agreement to provide City with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between City and Contractor that Contractor shall procure, pay for and maintain the above mentioned coverage at Contractor's sole cost and expense.

Should Contractor be self-funded for workers' compensation and employer's liability insurance, Contractor shall so notify City in writing prior to the signing of this Contract. City reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

Minimum Limits of Insurance

| | |
|------------------------|--|
| Workers' Compensation: | Statutory Limits |
| Employer's Liability: | \$1,000,000 Bodily Injury by Accident – Each Accident |
| | \$1,000,000 Bodily Injury by Disease – Each Employee |
| | \$1,000,000 Bodily Injury by Disease – Policy Limit |



Coverage Form

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI) Workers Compensation and Employer's Liability coverage form WC 00 00 07/11 or substitute form providing equivalent coverage.

Waiver of Subrogation Endorsement

Contractor and its insurer agree to waive their rights of subrogation for any payments made under this coverage. A policy endorsement at least as broad as the unmodified NCCI Waiver of Our Right to Recover From Others endorsement WC 00 03 13 04/84 or a substitute form providing equivalent coverage is required waiving the insurer's right to recover payments from the City.

OTHER INSURANCE COVERAGES (IF APPLICABLE)

Professional Liability Insurance (if Applicable) \$1,000,000 per occurrence limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build or any type of professional services with a minimum of three (3) years reporting of claims following completion of the project.

Contractors Pollution Liability Insurance (If Applicable)- \$1,000,000 per occurrence and \$2,000,000 aggregate or whatever amount is acceptable to the City for any exposure to "hazardous materials" as this term is defined in applicable law, including but not limited to waste, asbestos, fungi, bacterial or mold.

Lower tier sub-subcontractors, Truckers, Suppliers: Evidence confirming lower tier subcontractors, truckers and suppliers are maintaining valid insurance prior to beginning work on the project to meet the requirements set forth herein on Subcontractor, including but not limited to all additional insured requirements of Subcontractor.

ALL COVERAGES

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to CITY except for nonpayment of premium.

OTHER INSURANCE PROVISIONS

Should City and Contractor agree that higher coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount may be borne by City. City retains the option to purchase project insurance through Contractor's insurer or its own source.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to the City.. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and insurance carrier. City



reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Prior to the start of any Work, Contractor must provide the following documents to City of Sparks, Attention: Purchasing Division, P.O. Box 857, Sparks, NV 89432-0857:

- A. Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.
- B. Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the City of Sparks as additional insured.
- C. Policy Cancellation Endorsement.** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.
- D. Bonds (as Applicable).** Bonds as required and/or defined in the original bid documents.

All certificates and endorsements are to be addressed to the City of Sparks, Purchasing Division and be received and approved by City before work commences. The City reserves the right to require complete certified copies of all required insurance policies at any time.

SUBCONTRACTORS

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.



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3. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
 - a. Purchase such insurance to cover any risk for which City may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
 - c. Terminate the Agreement.

12. Indemnity:

To the fullest extent permitted by law, upon award, Contractor shall hold harmless, indemnify, defend and protect City, its affiliates, officers, agents, employees, volunteers, successors and assigns ("Indemnified Parties"), and each of them from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or related to any act or omission of Contractor, its employees, agents, representatives, or Subcontractors in any way related to the performance of work under this Agreement by Contractor, or to work performed by others under the direction or supervision of Contractor, including but not limited to:

1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease, or death to persons;
2. Damage to property of anyone, including loss of use thereof;
3. Penalties from violation of any law or regulation caused by Contractor's action or inaction;
4. Failure of Contractor to comply with the Insurance requirements established under this Agreement;
5. Any violation by Contractor of any law or regulation in any way related to the occupational safety and health of employees.

In determining the nature of the claim against City, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against City.

If City's personnel are involved in defending such actions, Contractor shall reimburse City for the time and costs spent by such personnel at the rate charged City for such services by private professionals.

In cases of professional service agreements, requiring professional liability coverage:

If the insurer by which a Consultant is insured against professional liability does not so defend the City and applicable agents and/or staff, and the Consultant is adjudicated to be liable by a trier of fact, the City shall be entitled to reasonable attorney's fees and costs to be paid to the City by the Consultant in an amount which is proportionate to the liability of the of the Consultant.

Nothing in this contract shall be interpreted to waive nor does the City, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.



13. Material Breach of Contract:

In the event Consultant fails to deliver the product and services as contracted for herein, to the satisfaction of the City of Sparks or otherwise fails to perform any provisions of this Contract, the City, after providing five (5) days written notice and consultant's failure to cure such breach, may without waiving any other remedy, make good the deficiencies and deduct the actual cost of providing alternative products and/or services from payment due the Consultant. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

14. Termination:

The City may terminate the Contract for material breach of contract upon ten (10) days written notice and recover all damages, deducting any amount still due the Consultant from damages owed to the City, or seek other remedy including action against all bonds. The Consultant may terminate the Contract for material breach of contract upon thirty (30) days written notice to the City.

Notwithstanding the preceding paragraph, the City may immediately terminate the Agreement, and Consultant waives any and all claim(s) for damages, upon the Consultant's receipt of notice under the following conditions:

- a) If funding is not obtained, continued, or budgeted at levels sufficient to allow for purchase of the services contemplated under this Agreement per Section 23 of this Agreement;
- b) If any federal, state or local law, including but not limited to, statutes, regulations, ordinances and resolutions, is interpreted by a third party judicial, legislative or administrative authority in such a way that the services contemplated under this Agreement are no longer authorized for purchase or appropriate for City financial participation;
- c) If Consultant fails to comply with any local, state or federal law regarding business permits and licenses required to perform the services to be performed under this Agreement or
- d) If it is found that any quid pro quo or gratuities were offered or given by the Consultant to any officer or employee of the City with a view towards securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performance of this Agreement.

The indemnity and conflict resolution obligations of this Agreement shall survive the termination of this Agreement and shall be binding upon the parties' and the parties' legal representatives, heirs, successors and assigns.

The City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the Consultant. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

15. Licenses and Permits:

The Consultant shall procure at his own expense all necessary licenses and permits and shall adhere to all



the laws, regulations and ordinances applicable to the performance of this Contract.

All consultants doing business within the City of Sparks are required to obtain and maintain a current business license from the City of Sparks prior to commencement of this contract. Per Sparks Municipal Code Section 5.08.020A: "It is unlawful for any person to transact business in the City without first having obtained a license from the City to do so and without complying with all applicable provisions of this title and paying the fee therefore."

16. Drafting Presumption:

The parties acknowledge that this Agreement has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the City as the drafter of the Agreement.

17. Governing Law:

The laws of the State of Nevada shall govern this Agreement without regard to conflicts of law principles.

18. Jurisdiction and Venue:

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought against either of the parties in the courts of the State of Nevada, County of Washoe. Each of the parties consents to the jurisdiction of the court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to venue laid therein.

19. Claims:

Pursuant to NRS 268.020, which the parties agree to abide by contractually, all demands and accounts against the City must be presented to the Council, in writing, within six (6) months from the time the demands or accounts become due. No demand or account may be audited, considered, allowed or paid by the City unless this requirement is strictly complied with.

20. Assignment:

All of the terms, conditions and provisions of this Contract, and any amendments thereto, shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns. The Consultant shall not assign this Contract without the written consent of the City which will not be unreasonably withheld.

21. Notices:

All notices required to be given in writing by this Contract shall be deemed to be received (i) upon delivery if personally delivered, or (ii) when receipt is signed for if mailed by certified or registered mail, postage prepaid, or by express delivery service or courier, when addressed as follows (or sent to such other address as a Party may specify in a notice to the others):

CITY OF SPARKS - PURCHASING DIVISION
431 PRATER WAY
PO BOX 857
SPARKS, NV 89432-0857

Ronele Dotson
RAD Strategies Inc.
1400 S. Virginia St., Suite A
Reno, NV 89502



22. Entire Contract:

This Contract and all associated documents associated by reference constitute the entire agreement of the parties and shall supersede all prior offers, negotiations, agreements and contracts whether written or oral. Any modifications to the terms and conditions of this Contract must be in writing and signed by both parties.

23. Waiver:

No waiver of any term, provision or condition of this Contract, whether by conduct or otherwise, in any one or more instances, shall be deemed to be nor shall it be construed as a further or continuing waiver of any such term, provision or condition of this Contract. No waiver shall be effective unless it is in writing and signed by the party making it.

24. Annual Appropriation of Funds:

Multi-year contracts and leases are subject to annual appropriation of funds by the City Council. The City plans and makes appropriations to the City Budget with respect to a fiscal year that starts July 1st and ends June 30th of each year. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds. Continuance of a multi-year contract beyond the limits of funds available shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year and the termination of this contract by lack of appropriation shall be without penalty.

25. Severability:

If any part of this Contract is found to be void it will not affect the validity of the remaining terms of this Contract which will remain in full force and effect.

26. Headings:

Paragraph titles or captions contained in this Contract are inserted only as a matter of convenience and for reference only, and in no way define, limit, extend, or describe the scope of this Contract or the intent of any provision hereof.

27. Singular Includes the Plural; Gender; Title Reference:

Whenever the singular number is used in this Contract and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders, and the word "person" or "entity" shall include corporation, firm, partnership, or any other combination or association.

The use of the title "Bidder", "Vendor", "Contractor" or "Consultant" within this contract or associated bid documents shall be deemed interchangeable and shall refer to the person or entity with whom the City of Sparks is contracting for the service or product referenced within this contract.



28. Execution:

The parties agree to execute such additional documents and to take such additional actions as are reasonably necessary or desirable to carry out the purposes hereof. They also agree, acknowledge and represent that all corporate authorizations have been obtained for the execution of this Contract and for the compliance with each and every term hereof. Each undersigned officer, representative or employee represents that he or she has the authority to execute this Contract on behalf of the party for whom he or she is signing.

IN WITNESS WHEREOF, the City of Sparks has caused this Contract to be executed by its officers thereunto duly authorized and the Consultant has subscribed same, all on the day and year first above written.

(Consultant)

CITY OF SPARKS, NEVADA
A Municipal Corporation

By: _____

By: _____
Geno R. Martini, Mayor

(Title)

APPROVED AS TO FORM

ATTEST:

City Attorney

Teresa Gardner, City Clerk



Attachment A

City of Sparks RFP #15/16-003 and the response (Initial Proposal and follow-up documents, including pricing) provided by RAD Strategies are incorporated by reference in to this contract. Work Plan and pricing document is attached.



PUBLIC OUTREACH – COMPREHENSIVE PLAN UPDATE RFP #15/16-003

SUBMITTED BY: RAD STRATEGIES INC. / CREATIVE CITIES

Responses to additional questions provided by the City of Sparks. Question 4 follows.
Due no later than 4 p.m, Thursday, September 10, 2015.

QUESTION 4:

Please prepare and submit a work plan with a proposed budget. Your team’s revised proposal should also include a detailed work plan and a proposed budget; the budget should be allocated by task or project phase. The revised proposal and budget, subject to any changes that may be negotiated, would be attached to the professional services contract for this project, if awarded to your team. Please make this a separate document from your response to the above questions.

As a follow up to the details presented in our written RFP submission, the following is a detailed work plan and proposed budget.

Work Plan:

| PLAN / OUTREACH METHOD | PROJECT PHASE | PROGRAM DETAILS |
|------------------------|---|--|
| Goals and Objectives | First 30 days | Establish the goals and objectives of the program |
| Team Development | First 30 days | Finalize the RAD/Creative Cities team structure required for the project based on City priorities and expertise required including: community outreach structure, media and publicity schedule, planning/planner expertise and GIS software expert |
| Theme Development | Establish within the first 30 days and continue to weave the theme throughout | Develop a theme around the outreach effort in order to garner response, engage with residents and provide a resource for media to establish a community vision. The theme could be similar to #ThinkReno and integrate a strong social media component. Examples include: #IgniteSparks and #Sparks2025 and would work in collaboration with #SparksProud. |

Program Development:
Printed and Digital
Communications Tools

Complete within 60 days; With an Oct. 1 start day, program elements would be complete by Dec. 1 in order to capitalize on the Sparks Hometowne Christmas

Develop the following program elements:

Branding/Logo: Design a logo for use in all communications

Microsite: Design a responsive microsite for the public outreach program. The site would be Sparks and outreach theme-branded and include all information related to the effort including: About, Opportunities to Engage, Surveys, Education (about how the planning process works and what it means), Community Team, Downloads (existing plans, survey, public notices), News and Press Releases, Updates (blog), Sparks social media links, Contacts, Calendar/Timeline and Enews signup. Allow access for all mobile platforms including the ability to complete surveys as well as provide real time results with a question of the week. This would be a primary tool during the entire process.

News Media: Development of all media/press materials including program announcement and schedule.

Social Media: Through our work with the Communication and Public Affairs Office, RAD has access and has developed the City of Sparks social media presence. These tools will be vital to the program throughout all stages. In addition to posting about the survey and public input opportunities, video would be used to encourage support, engagement and education; this would be especially useful because of the tremendous growth of video in social media communications. Primary channels to use would be Facebook, Twitter and Instagram. Integrate resident involvement programs such as encouraging residents to submit photos of the places in Sparks they love, those that need love and those they want to see grow into the future. Use the elements as a visual survey mechanism to gauge resident interest and form the identity. Tracking of responses would be used through a hashtag.

Printed and Digital Materials: Develop, as needed, to communicate the outreach program to the community and all stakeholder groups.

Mobile App: RAD, working with the City of Sparks, is in the process of completing a new update to the current Sparks mobile app. This new version would allow for easy integration of details about the outreach process and program, including any surveys.

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| | | <p>Infographic: RAD is currently finalizing with the City of Sparks an infographic about the City and its unique attributes. This infographic would play a vital role in discussions and presentations to the residents, City staff and key stakeholder groups as well as online. It could also be used as a visual survey response system by encouraging residents to indicate key areas for improvement, etc.</p> |
| Survey Development | Complete within the first 60 days and continue to revise as needed and based on stakeholder input | Several surveys will be developed across a number of platforms including surveys on the community vision, surveys for the microsite, social media, at events, during public workshops, for “boots on the ground” activities and as determined through an evaluation process and stakeholder comments |
| Surveys and Questionnaires | Beginning during the 30-60 planning calendar phase and continuing throughout | <p>Survey Structure and Outreach: Provide a survey to secure comments and feedback to form the foundation of the plan to identify community policy issues. Provide numerous portals for residents to complete the survey including: online on the public outreach website; printed at City Hall; printed in the local paper; at presentations to the City Council and community groups; and at any location where updates or presentations designed to secure input are being held. Using sub consultants for mapping and evaluating planning issues.</p> <p>Events: Based on the timing of the plan, the best event to secure initial feedback would be during the Sparks Hometowne Christmas events. RAD would solicit community input during the event through interactive an engaging tactics including staffing a booth for surveys and providing free hot cocoa for completed surveys. To assist with garnering input, we would use iPads to secure survey responses. One-on-one discussions would also be another strategy incorporated.</p> <p>Public Meetings: Recommend holding two (2) public meetings. One more traditional and one designed to be a roundtable discussion. The format of the roundtable is to have an advocate serve as the table leader and lead the discussion through a series of questions and discussion. The results are then shared with the attendees through a facilitated method. The goal would be for the attendees to help frame the discussion and provide insights into the strengths, weaknesses, risks and opportunities. A mapping exercise could also be conducted in this forum.</p> <p>Boots on the Ground – Stakeholder Tours: Take 3-5 small stakeholder groups on tours of Sparks. Through discussion and surveys, secure feedback on priority areas and concerns.</p> |

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| | | Boots on the Ground – Go to the Residents: Hold 3-5 small, area-specific meetings in priority areas. Use the opportunities to provide the survey and discuss the planning process. |
| Community Team | Establish within the first 60 days and continue to identify leaders throughout the process based on stakeholder and program needs | Similar to the Sparks Brand Leadership Team (BLT) that RAD currently serves as the project manager for, we would recommend establishing a committee of businesses and individuals that would serve as powerful brand advocates for the issue and the program. |
| Stakeholder Interviews | Complete during the 60-90 day planning calendar | Coordinate and hold several sessions with City officials, City Council representatives and affected stakeholders. The interviews would be conducted face-to-face interviews or in a more personal or one-on-one environment. |
| Consistent Communications Outreach | Starting after the first 60 days | Secure email address and develop a consistent enews update to provide residents interested in knowing more, the most current details of the outreach program. Starting with the City of Sparks email communications list, additional emails would be garnered throughout the process in an effort to keep constituencies informed and involved with the process. Eblasts would be used to communicate survey availability, meetings, public notices, photography, videos, opportunities for input, stages of the planning, etc. Involves using sub consultants for mapping and data evaluation. |
| Media and Publicity Outreach | Mid-November or about 2-3 weeks prior to the first public outreach and continuing throughout the program and plan approval by the City Council | Utilize communication outlets currently available with the City including posting to the public calendar, use of the community channel, through a City video update, "Spotlight on Sparks," employee communications, etc. Through traditional media outreach, communication about the outreach effort would be provided to local television, radio and print media to promote public involvement with the plans. Involves using sub consultants for mapping and data evaluation. |
| Presentations | Developed to coincide with the launch of the campaign and prior to, as needed, for City Council | City Council: Present to the City Council monthly updates on the communications outreach program. Since these meetings are public, announcements would be made to the residents and media for increased engagement opportunities. Set up an email account or use social media and encourage anyone in attendance or viewing through the simulcast to submit questions or comments. Community Presentations: Present to community groups and service organizations, such as Sparks Rotary, to encourage involvement and support. During the presentations, conduct instant surveys with answers |

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| | | being immediately available. By doing this, it gives residents immediate feedback to their views as well as how it compares with their fellow residents. Presentation Materials will include mapping and infographics. |
| Video | Integrate video within the program outreach and development to document the process as well as provide visual storytelling to the residents. | Develop five videos throughout the program. Snippets would be used on social media, on the website and at public and City Council meetings. |
| Spanish Speaking | Throughout | Comprising a 22% of the resident population, consideration of Spanish language residents would be integrated throughout the process. |
| Project Completion | At conclusion of the project | Summarize and celebrate the findings with the stakeholders groups, advocates and residents that played a role in the overall plan development. The final document will include mapping, graphics of community visions and infographics. |

Budget:

Proposed budget reflects the program outline above. Based on a discussion and planning review following award of the contract, it is anticipated that the City of Sparks and RAD/Creative Cities would finalize the scope of work, work plan and final budget allocations.

| PROGRAM COST DESCRIPTION | PERCENTAGE ALLOCATION | BUDGET |
|---|-----------------------|------------------|
| Program Implementation (Agency and Contractor Allocation) | 65% | \$64,500 |
| Program Development: Branding/logo; microsite; news media; social media integration; printed and digital materials; mobile app; infographic; presentation; email communications; videos | 20% | \$20,500 |
| Survey Development: Software and specific planning tool program costs | 5% | \$5,000 |
| Public Meeting Costs | 5% | \$5,000 |
| Boots on the Ground and Event Costs | 5% | \$5,000 |
| | TOTAL | \$100,000 |