

AGREEMENT FOR PROFESSIONAL COMMUNICATIONS SERVICES

This Agreement for Professional Consulting Services (Agreement) is entered into this XX day of XXXX, 2020, by and between Lambert 20/20 Communications, dba The 20/20 Network (20/20) and the City of Rialto (City).

PURPOSE AND INTENT OF THE AGREEMENT

The purpose and intent of this agreement is for 20/20 to provide strategic communications, messaging and public relations services to the City of Rialto. Duties will be primarily administered by 20/20 Partner Steve Lambert, with support from the 20/20 team as deemed appropriate and necessary.

1.0 SCOPE OF SERVICES

20/20 will provide communications, messaging and public relations services, including but not limited to:

- Strategic Planning
- Business Development
- Media Relations
- Digital / Social Media Content Development
- Media Monitoring
- Community Outreach and Partnership Development
- Public Education
- Internal Communications

2.0 COMPENSATION

- 20/20 shall be paid a monthly retainer of \$3,500. Outsourced design and/or technical work, costs associated with printing or distributing any marketing materials, or other work outside the scope of this plan would require prior approval by the City and would be invoiced separately.
- 20/20 shall submit their invoice to the Purchasing Department. No payment will be made from a PO or an Agreement without an invoice. Payment shall be made to 20/20 within thirty (30) days after receipt of the fully supported and itemized invoiced.
- 20/20 is responsible to have a current W-9 on file with the City in order for payments to be processed.

3.0 TERMINATION

This agreement shall automatically terminate on XXXXXXXX, 2021, but may be renewed in writing as signed by all parties to this Agreement. Either party may terminate this Agreement upon 30 days written notice to the other party.

4.0 NOTICES

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given when mailed, certified or registered mail, with postage pre-paid, or when received, if given by personal delivery, to the addressee as set forth below:

- (a) If to 20/20:
Steve Lambert, Partner
Lambert 20/20 Communications (dba The 20/20 Network)
1808 Albright Way
Upland, California 91784
E-mail: stev Lambert2020@gmail.com

- (b) If to City:
Rod Foster, City Manager
City of Rialto
150 S. Palm Ave.
Rialto, CA 92376
E-mail: rfoster@rialtoca.gov

5.0 ASSIGNMENT AND EMPLOYEE BENEFITS

No portion of this Agreement or any of the work to be performed hereunder may be assigned by 20/20 without written consent of the City, and without such consent all services hereunder are to be performed solely by 20/20, its officers, agents and employees. 20/20 shall be responsible for all salaries, payments and benefits for all of its officers, agents and employees in performing services pursuant to this Agreement.

6.0 OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY

All products of work performed pursuant to this Agreement shall be the sole property of the City and no reproduction of any portions of the work may be made in any form without the written consent of the City. 20/20 shall hold in trust for the City and shall not disclose to any person, any confidential information. Confidential information is information which is related to the City's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documents.

7.0 INSURANCE

20/20 shall provide and maintain for the duration of this Agreement, adequate insurance to fully protect both 20/20 and the City from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the 20/20 is traveling to or from a work-related location.

9.0. INDEPENDENT CONSULTANT

20/20 will provide services under this agreement as an Independent Contractor and not as an employee of the City. City will not withhold Federal or State Income Tax deductions from payment made to the Consultant under this Agreement. 20/20 must provide City a completed IRS Form W-9 (Request for Taxpayer Identification Number and Certification).

11.0 FORCE MAJEURE

The parties to this Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory established that the non-performance is not due to the fault or neglect of the party performing.

12.0 PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

13.0 INTEGRATION

This Agreement constitutes an integration of the entire understanding and agreement of the Parties with respect to the subject matter hereof. Any representations, warranties, promises, or conditions, whether written or oral, not specifically and expressly incorporated in the Agreement, shall not be binding on any of the Parties, and each of the Parties acknowledges that they have not relied in entering into this Agreement, or any representation, warranties, promise or conditions, not specifically and expressly set forth in this Agreement. All prior discussions and writings have been, and are, merged and integrated into, and are superseded by this Agreement

14.0 ARBITRATION OF DISPUTES

14.1 Any controversy or claim between or among the parties hereto arising out of, in connection with, or relating to this agreement, or to the subject matter of the Engagement, including but not limited to any claim alleging any breach of any professional standard of care, shall be determined at the parties' option by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or such other rules as the parties may agree.

14.2 The place of arbitration shall be San Bernardino County, California.

14.3 Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

14.4 The Parties understand and agree that they are not obligated by law to consent to arbitration, but do so freely.

14.5 The Parties understands and agrees that, by consenting to arbitration, it would forever waive any right otherwise existing to the trial of any issue of law or fact by any judge or jury.

Dated: XXXXXXXX, 2020

For: Lambert 20/20 Communications

STEVE LAMBERT

Dated: XXXXXXXX, 2020

For: City of Rialto

ROD FOSTER