AGREEMENT

THIS AGREEMENT, dated for purposes of identification only this ___ day of _____, 2019, is made and entered into by and between the

CITY OF ANAHEIM, a municipal corporation, hereinafter referred to as "ANAHEIM,"

A
N
D

RECREATION BRANDING SERVICES, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, ANAHEIM desires to employ the services of a consultant for the production of four (4) issues of Community Services Department Activity Guide; and original graphic design services for various marketing pieces; and

WHEREAS, CONSULTANT represents that it is qualified to provide the required consulting services; and

WHEREAS, ANAHEIM desires to engage CONSULTANT for such services.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE FOLLOWING PROMISES, COVENANTS, AND CONDITIONS, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SCOPE OF WORK

CONSULTANT agrees to undertake and diligently prosecute to completion such original graphic design assignments as may be specifically authorized from time to time by the City Manager, Assistant City Manager or designee of the City of ANAHEIM. This Agreement shall be without prejudice to the right of ANAHEIM to obtain identical or similar services from others.

The Services contemplated herein include production of four (4) issues of the Community Services Department Program and Activities Guide per year, and original graphic design services for various marketing pieces. Both services to be provided upon the terms set forth in CONSULTANT'S proposal and estimate dated July 15, 2019, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference. In the event of any discrepancies or inconsistencies between Exhibit "A" and this Agreement, the provisions of this Agreement shall take precedence.

No services beyond the scope of this Agreement or of the specific assignments authorized by ANAHEIM shall be rendered by CONSULTANT, unless such extra services shall be authorized in writing by the City Manager or his designee and agreed to by CONSULTANT.

2. TIME OF PERFORMANCE

CONSULTANT acknowledges that time is of the essence of this Agreement and of the assignments made hereunder. In the event of delay beyond the CONSULTANT's control, CONSULTANT shall immediately notify ANAHEIM of the need for an extension of the schedule and the reasons for an extension.

3. COMPENSATION

(A) ANAHEIM shall pay CONSULTANT an hourly rate of $85/hour (first year of contract), $88/hour (second year of contract) and $90/hour (third year of contract) for each hour spent by CONSULTANT upon graphic design, graphic production, illustration work, coordination and content development/copywriting work, web development, photography/multimedia production and digital imagery work authorized by this Agreement. The total compensation payable to CONSULTANT per Term year of this Agreement shall not exceed Twenty-Five Thousand Dollars ($25,000.00), inclusive of all reimbursable expenses. This Agreement shall in no way constitute a guarantee of any minimum compensation whatever to CONSULTANT who shall be compensated solely for work completed when and if authorized by ANAHEIM.

(B) It is understood by and agreed between the Parties to this Agreement that full and complete payment for all Services provided during the entire Term of this Agreement, including

any Renewal Terms therein, and in accordance with this Agreement, shall not exceed Seventy-Five Thousand Dollars ($75,000.00).

(C) Prior to undertaking any assignment for ANAHEIM, CONSULTANT will provide a detailed description of the proposed services and an estimate of charges and anticipated costs. Charges for time of personnel employed by CONSULTANT may be charged at the hourly rates for such personnel, not exceeding the hourly rate authorized to be charged by CONSULTANT hereunder.

(D) In addition to direct personnel charges, ANAHEIM will pay CONSULTANT the net cost of all materials and services obtained from third parties when such services or materials have been specifically authorized by ANAHEIM. Any such materials, with the exception of royalty-free stock photography, shall become the sole property of ANAHEIM.

(E) In the event that an assignment authorized by ANAHEIM exceeds the scope of the Services set forth herein because of its dimensions or novelty, the parties hereto may negotiate a separate agreement for such undertaking at rates which reflect the difficulty or novelty of such assignment. Failing agreement on such rates, CONSULTANT may decline to accept such assignment or ANAHEIM may retract such assignment.

4. METHOD OF BILLING

CONSULTANT shall submit an invoice for work performed pursuant to this Agreement on each issue of the Activity Guide on or after the completion of each of the four issues of said publication. ANAHEIM agrees to pay CONSULTANT for work performed and authorized expenses incurred within thirty (30) days after submission of a statement from CONSULTANT describing such work and expenses.

5. DURATION AND TERMINATION OF SERVICES

This Agreement shall continue in full force and effect beginning on date of execution through September 30, 2020. The Director of Community Services, or designee, is hereby authorized to extend the term of this Agreement for two (2) additional one (1) year terms ("Renewal Term") with the extensions to commence upon the expiration of the Initial Term or any Renewal Term, if CONSULTANT is notified in writing at least sixty (60) days before the

end of the Initial Term or any Renewal Term, of the intent to extend this Agreement (hereinafter the phrases "Initial Term" and "Renewal Term," if any, shall be collectively referred to as the "Term"). Either party hereto may sooner terminate this Agreement with or without cause upon giving at least thirty (30) days' written notice. If this Agreement is terminated, CONSULTANT will be paid for costs incurred and actual services satisfactorily performed up to and including the date of termination.

Upon the termination of this Agreement, all finished or unfinished documents prepared by CONSULTANT shall become the property of ANAHEIM, and CONSULTANT shall deliver the documents to ANAHEIM within fifteen (15) working days after the date of termination. Unless otherwise requested in writing by ANAHEIM, if notice of termination is given, CONSULTANT will restrict its work after notice of termination to efforts reasonably necessary to deliver the work product to ANAHEIM.

6. OWNERSHIP OF DOCUMENTS

All sketches, documents, drawings, tracings, field survey notes, computations, computer generated materials, detail and other materials, with the exception of royalty-free stock photography, prepared by CONSULTANT for compensation as part of the Services are the property of ANAHEIM and shall be delivered to ANAHEIM upon completion of the Services.

7. INDEMNIFICATION

As respects acts, errors or omissions in the performance of professional services, CONSULTANT agrees to indemnify and hold harmless ANAHEIM, its officials, officers, and employees from and against any and all claims, losses, damages, defense costs, or liability, of any kind or nature, arising directly out of CONSULTANT's (or CONSULTANT's contractors' or subcontractors', if any) negligent acts, errors or omissions in the performance of professional services under this Agreement.

As respects all acts, errors or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts, errors or omissions typically covered by ISO-based general and automobile liability insurance coverage, CONSULTANT agrees to indemnify, defend (at ANAHEIM's option), and hold harmless

ANAHEIM, its officials, officers, employees, agents, and representatives from and against any and all claims, losses, damages, defense costs, or liability, of any kind or nature (collectively referred to hereinafter as "Claims"), arising out of or in connection with CONSULTANT's (or CONSULTANT's contractors' or subcontractors', if any) acts, errors, omissions, or work, relative to this Agreement; except for those Claims which arise out of the sole negligence or wilful misconduct of ANAHEIM.

The obligations set forth in this indemnification provision (i) shall be in effect without regard to whether or not ANAHEIM, CONSULTANT, or any other person maintains, or fails to maintain, insurance coverage, or a self-insurance program, for any such Claims; and (ii) shall survive the termination of this Agreement.

8. INSURANCE

Without limiting ANAHEIM's right to indemnification, it is agreed that CONSULTANT shall secure, prior to commencing any activities under this Agreement, and maintain, during the term of this Agreement, insurance coverage as follows:

Workers' Compensation Insurance as required by California law and Employers Liability Insurance in an amount not less than $1,000,000 per occurrence.

Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, and Independent Contractor's Liability, in an amount not less than $1,000,000 per occurrence, $2,000,000 annual aggregate, written on an occurrence form. Such insurance shall be written on a primary basis (i.e., without a self-insured retention), but may include a deductible of not more than $10,000 per occurrence, provided that such deductible is disclosed to ANAHEIM, in writing, at the inception of this Agreement.

Professional Liability Insurance in an amount not less than $1,000,000 per claim, and CONSULTANT shall maintain such coverage for at least two (2) years from the termination of this Agreement. Such insurance shall be written on a primary basis (i.e., without a self-insured retention), but may include a deductible of not more than $5,000 per claim, provided that such deductible is disclosed to ANAHEIM, in writing, at the inception of this Agreement.

Each insurance policy required by this Agreement shall contain the following clause or shall otherwise provide for the following conditions:

"This insurance shall not be cancelled, or limited in scope or coverage, until after thirty (30) days prior written notice has been given to the City Clerk, City of Anaheim, 200 S. Anaheim Blvd., Anaheim, CA 92805, except in the event of cancellation for non-payment of premium which shall provide for not less than ten (10) days notice."

Each insurance policy required by this Agreement, excepting policies for Professional Liability and Workers' Compensation, shall contain the following clauses or shall otherwise provide for the following conditions:

"It is agreed that any insurance maintained by CONSULTANT pursuant to this Agreement shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City of Anaheim."

"The City of Anaheim, its officers, agents, employees, representatives and ANAHEIM-designated volunteers are added as additional insureds as respects the acts, omissions, operations and activities of, or on behalf of, the named insured, in regard to products supplied to, or work or services performed for, or related to, the City of Anaheim."

Prior to commencing any work under this Agreement, CONSULTANT shall deliver to ANAHEIM insurance certificates confirming the existence of the insurance required under this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide ANAHEIM (i) endorsements to the insurance policies which add to these policies the applicable clauses referenced above, or (ii) in lieu of said endorsements, documentation acceptable to ANAHEIM evidencing that the coverage, terms, and conditions set forth in the above-referenced clauses are otherwise included in said insurance policies. Insurance required hereunder shall be placed with insurers (i) admitted to write insurance in California, (ii) possessing an A. M. Best's rating of A VII or higher, or (iii) otherwise acceptable to ANAHEIM, with prior written permission from

ANAHEIM. In the event that a claim or other legal action is filed against ANAHEIM, and if ANAHEIM, in its good faith opinion, believes it may have coverage under any of the insurance required herein, then ANAHEIM has the right to demand, and to receive within a reasonable time period, copies of the insurance policies related to such required insurance; provided, however, that this provision shall not apply if the parties agree that CONSULTANT shall fully defend, hold harmless, and indemnify ANAHEIM against any such claim or other legal action.

In addition to other remedies ANAHEIM may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, ANAHEIM may, at its sole option:

Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof;

Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies ANAHEIM may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's, (or CONSULTANT's contractors/subcontractor, if any) performance of the work covered under this Agreement.

In the event CONSULTANT hires other persons or firms to perform some of the work related to this Agreement, CONSULTANT shall ensure, and certify to ANAHEIM in writing, (i) that the acts or omissions of such persons or firms are covered under the above-referenced liability insurance, or (ii) that such firms maintain insurance equal to or better than, and subject to the same limits, terms and conditions as, the insurance required of CONSULTANT under this Agreement (except for firms which are not performing professional services-such firms shall not be required to carry the above-referenced professional liability

insurance); and in either instance, CONSULTANT shall provide, or cause to be provided, evidence of such insurance coverage, reasonably acceptable to ANAHEIM.

ANAHEIM's Risk Manager is hereby authorized to reduce the requirements set forth herein in the event he determines that such reduction is in ANAHEIM's best interest.

9. ENTIRE AGREEMENT

This writing constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all oral or written representations or written agreements which may have been entered into between the parties. No modification or revision will be of any force or effect, unless the same is in writing and executed by the parties hereto.

10. INDEPENDENT CONTRACTOR

The performance of CONSULTANT's services hereunder shall be in the capacity of an independent contractor and not as an officer, agent, or employee of ANAHEIM. In consideration for the compensation paid to CONSULTANT by ANAHEIM, CONSULTANT agrees that ANAHEIM shall not be liable or responsible for any benefits, including, but not limited to, worker's compensation, disability, retirement, life, unemployment, health or any other benefits and CONSULTANT agrees that he shall not sue or file a claim, petition or application therefor against ANAHEIM or any of its officers, employees, agents, representatives or sureties.

11. ASSIGNMENT OR SUBCONTRACTING

This Agreement is not assignable except upon approval of ANAHEIM. Any purported assignment not approved by ANAHEIM shall be voidable by ANAHEIM. Except as provided in the Proposal, none of the work or services to be provided pursuant to this Agreement shall be subcontracted to third parties without prior written approval from ANAHEIM.

12. AUDIT

ANAHEIM reserves the right to audit, at its sole cost and expense, and to examine any cost, revenue, payment, charge, claim, other record or supporting documentation resulting from any items set forth in this Agreement. Any such audit(s) shall be undertaken by City or its representative at reasonable times and in conformance with generally accepted auditing standards. ANAHEIM's right to audit shall include the right to contact third parties to

confirm entries in CONSULTANT's supporting documentation. CONSULTANT agrees to fully cooperate with any such audits and shall make office and support facilities available to ANAHEIM's representatives as may be reasonably necessary to complete any such audits and inspections. This right to audit shall extend during the length of this Agreement and for a period of five years following the date of final payment under this Agreement. CONSULTANT agrees to retain all necessary records and documentation for the entire length of this audit period.

CONSULTANT will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit of CONSULTANT's records shall be made within thirty (30) days from presentation of ANAHEIM's findings to CONSULTANT.

13. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. If any portion of this Agreement is held invalid under any applicable statute or rule of law, then such portion only shall be deemed invalid.

14. NOTICES

Any notice or demand required or permitted to be given by the terms of this Agreement, or by any law or statute may be given by ANAHEIM by depositing said notice or demand in the U.S. Mail, postage prepaid, addressed to CONSULTANT at CONSULTANT's address or any new address provided by CONSULTANT in writing to ANAHEIM. Service of said notice or demand on CONSULTANT shall be complete five (5) days after deposit of said notice or demand in the mail.

Any notice or demand required or permitted by the terms of this Agreement or by any law or statute may be given by CONSULTANT by delivering said notice or demand to ANAHEIM at: 200 South Anaheim Boulevard, Anaheim, California 92805. Attention: City Clerk. Service of said notice or demand shall be complete when received at the office of the City Clerk.

Notices and communication concerning this Agreement shall be sent to the following addresses:

ANAHEIM
City of Anaheim
Attention: City Clerk
200 S. Anaheim Blvd.
Anaheim, CA 92805

CONSULTANT
Recreation Branding Services
260 W. Birch St., Suite 309
Brea, CA 92821
Attn: Geoff Black
Tel: (714) 671-1682
geoff@recreationbranding.com

with a copy to:

Holly Unruh, Community Services Superintendent
200 S. Anaheim Blvd., #433
Anaheim, CA 92805
Tel.: (714) 765-5236
FAX: (714) 765-5223
hunruh@anaheim.net

15. AUTHORITY

CONSULTANT and CONSULTANT's signators represent that the signators hold the positions set forth below their signatures and that the signators are authorized to execute this Agreement on behalf of CONSULTANT and to bind CONSULTANT hereto.

16. EFFECTIVE DATE

This Agreement shall be effective on the date on which this Agreement is executed by ANAHEIM ("Effective Date").

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter set forth.

CITY OF ANAHEIM
a municipal corporation

DATE OF EXECUTION:
_____

By: _____
Mayor of the City of Anaheim

ATTEST:

By:_____
City Clerk of Anaheim

"ANAHEIM"

DATE OF EXECUTION:

_____

RECREATION BRANDING SERVICES

By: _____

Title: _____

Printed Name: _____

"CONSULTANT"

APPROVED AS TO FORM:
ROBERT FABELA, CITY ATTORNEY

By: _____
Bryn M. Morley
Deputy City Attorney

Dated: _____
134625

EXHIBIT A

(ATTACHED BEHIND THIS PAGE)

Recreation Branding

SERVICES

Graphic Design & Printing

for Parks and Recreation

City of Anaheim
RFP #213-SH-06/07/2019

Graphic Design Services for the Community Services Department

PROPOSAL BY

Recreation Branding Services
Geoff Black
260 W. Birch St. #309, Brea, CA 92821
Geoff@RecreationBranding.com • www.classguides.design

Submitted July 15, 2019

PROPOSAL FOR GRAPHIC DESIGN SERVICES

CONTACT Geoff Black **PHONE** (714) 671-1682 **E-MAIL** Geoff@RecreationBranding.com
Recreation Branding Services, 260 W. Birch St. #309, Brea, CA 92821

Letter of Introduction 4

Proposal Questions
- Qualifications 6
- Performance Standards. 7
- Organizational Chart 7
- Failure to Complete 8
- Similiar Contracts. 8

Pricing Summary 11

References 12

Non-Collusion Affidavit 13

Terms and Conditions 14

PROPOSAL FOR GRAPHIC DESIGN SERVICES

CONTACT Geoff Black **PHONE** (714) 671-1682 **E-MAIL** Geoff@RecreationBranding.com
Recreation Branding Services, 260 W. Birch St. #309, Brea, CA 92821

Letter of Introduction
July 15, 2019

I am pleased to submit this quote for graphic design services for your department.

Recreation Branding Services (formerly Anaheim Community Publishing) is a sole proprietorship business established by me, Geoff Black, in 2001.

Since then I have designed 169 activity guides for municipal parks, recreation and community services agencies in the Orange/Los Angeles county region (66 issues for City of Claremont, 39 for City of Montclair, and 64 for your own department).

Additionally, I have designed hundreds of marketing pieces promoting the programs of municipal parks, recreation and community services agencies, including many for your department.

In these cities, my designs have helped to improve resident participation in recreational classes, youth programs, teen centers, afterschool programs, senior programs, concerts in the park, outdoor movies, summer camps, aquatics, facility rentals, groundbreakings, dedications, community gardens, dance recitals, nature programs, youth sports, adult leagues, health and family services, excursions, and special events such as Fourth of July, Cinco de Mayo, Day of the Dead, Holiday Tree Lightings, Spring Egg Hunts, Food & Toy drives, Farmers Market, Country Fair and Halloween festivals.

The types of marketing I have designed for these programs are: activity guides (print and interactive digital), flyers, brochures, postcards, vinyl banners, posters, stickers, invitations, graphics for use in social media, and graphics for electronic billboards.

I am proficient with the tools-of-the-trade: Adobe InDesign (page layout), Photoshop (image retouching and bitmap illustration), Adobe Illustrator (vector illustration), and Acrobat (proofing and review), and earned a Master of Arts degree in educational media from Cal Poly Pomona (1997).

In terms of my work philosophy, I see it as my goal to make your job easier. I want to elevate your work and make it look better and more professional. I will try to be an asset that helps your program become more successful. I'm amiable and provide good customer service. I make a point to respond to all inquiries very promptly, because not doing so causes delays that have financial consequences for your programs.

When you contact my client references, I believe they will tell you that I am creative and very reliable. I don't cause projects to fall behind schedule. A client once told me they liked working with me because "You know what needs to be done, and you take care of it without much explanation or fanfare."

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PROPOSAL FOR GRAPHIC DESIGN SERVICES

CONTACT Geoff Black **PHONE** (714) 671-1682 **E-MAIL** Geoff@RecreationBranding.com
Recreation Branding Services, 260 W. Birch St. #309, Brea, CA 92821

I have 28 years (1988-2016) of experience providing creative services to your department, first as a contract photographer, then as a contract graphic designer (2001-2016). I believe this "institutional knowledge" of your department provides me with a unique insight into your programs, and I hope you will call on me in the future to assist your staff in the achievement of your goals.

I have reviewed the RFP and Addenda.

Thank you for considering me for this project.

Geoff Black
Recreation Branding Services
(formerly Anaheim Community Publishing)
260 W. Birch St. #309, Brea, CA 92821
(714) 671-1682
Geoff@classguides.com

PROPOSAL FOR GRAPHIC DESIGN SERVICES

CONTACT Geoff Black **PHONE** (714) 671-1682 **E-MAIL** Geoff@RecreationBranding.com
Recreation Branding Services, 260 W. Birch St. #309, Brea, CA 92821

1. Please describe your years of experience providing graphic design, including work for municipal government.

I began graphic design for municipal parks and recreation departments in 2001, but my professional experience goes back to 1988. While living in Anaheim and finishing a B.A. degree, I started work as a contract photographer for your department. Throughout college I had been a photographer for my school newspaper and yearbook, taking photos of students engaged in academic and recreational activities. Based on that portfolio, the department contracted with me to shoot photos it needed for the activity guide, general marketing, and documentation of programs for the city council, as well as for grants it was pursuing.

During these years I became very familiar with your classes, programs and facilities. My work for the department had me visiting every park, program, facility and event at one point or another. I visited many of the recreational classes to take candid photos, as well as to stage photos for the activity guide cover. During summers, I documented every concert at Pearson Park Amphitheatre, and made frequent rounds at the parks to capture images of recreational leaders organizing playground activities. Throughout the year I would visit various groups in the city to document their work for the annual Volunteer Banquet program and slide show. And of course I was present at every groundbreaking and dedication to take photos of dignitaries putting shovels into the ground and cutting ribbons. These are just a few of the many things I shot for the department.

Between 1988 and 1999 I took the cover photo of every issue of your activity guide. I got to know the graphic designers who were putting the guide together. We collaborated in styling the shots and I learned the technical requirements that went into the production of an issue. During that time I also got a feel for the type of presentation that people responded to, that resulted in increased class registrations and community participation.

By 1999, your activity guide had merged with Anaheim Magazine, which featured city news and was produced by the Public Information Office. Based on my contract work for the city, PIO hired me as a part-time employee to coordinate production. I wrote most of the stories for the PIO section, continued to shoot photos for the publication, and started designing some of the ads and layouts.

In 2001, I left the PIO position to start Anaheim Community Publishing (now Recreation Branding Services). My former position in PIO was eliminated and the city contracted with me to design the publication. In 2003, the activity guide portion was separated from the magazine and became its own publication again, and your department contracted with me to continue designing it. I continued to design the activity guide, Your Community newsletter, and other marketing materials until December 2016.

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Recreation Branding SERVICES

PROPOSAL FOR GRAPHIC DESIGN SERVICES

CONTACT Geoff Black **PHONE** (714) 671-1682 **E-MAIL** Geoff@RecreationBranding.com
Recreation Branding Services, 260 W. Birch St. #309, Brea, CA 92821

As time has passed, I've narrowed my focus to specialize exclusively on graphic design for local parks, recreation and community services departments. With the exception of some design work I do for the City of Laguna Woods, which relates to general city services, all the other work I do for municipalities is for parks, recreation and community services.

In section 5 below, I provide a more detailed list of the cities I have worked with and the graphic design projects I have produced.

2. Describe the performance standards your organization/business has established for its contract operations in the following areas: project management, production schedule, design, proofs, approvals, press checks, and evaluations.

Production Standards

- Designs will always provide a professional, appealing presentation of your programs.
- When requested, I will provide creative options so you can choose the most appropriate presentation.
- Copyright law will always be observed in the designs I present for your review. I will never produce work that is fraudulent, unlawful or intentionally misleading.
- Whenever stock images are used, the images will attempt to reflect the demographics of the city and the program participants.
- There will never be labor charges for revisions made necessary by errors on my part.

Customer Service Standards

- Proofs will always be delivered according to your schedule, or ahead of schedule when possible.
- Your email and phone communications will receive a response as soon as possible, and no later than 12 hours from receipt on weekdays, and 24 hours on weekends.
- I will always value the direction given by your staff, and my interactions with them will always be courteous and professional.
- I will be available to perform press checks within 24 hours of such a request.
- When asked, I will always provide honest and informed feedback.

3. Please provide an organizational chart with key production staff and relevant classifications for this contract.

Recreation Branding Services is a sole proprietorship business. All work is performed by me, Geoff Black.

PROPOSAL FOR GRAPHIC DESIGN SERVICES

CONTACT Geoff Black **PHONE** (714) 671-1682 **E-MAIL** Geoff@RecreationBranding.com
Recreation Branding Services, 260 W. Birch St. #309, Brea, CA 92821

4. Has your organization/business ever failed to complete any work awarded to you? Has your organization/business ever defaulted or been terminated from a contract? If yes to either question, please give details.

No.

5. List other contracts awarded to your organization/business where services were similar in scope, frequency, size, or discipline. Describe similarities and differences of each of these services compared to the service contained in this RFP.

Design of Activity Guides

City of Claremont – I have designed 66 issues of the Human Services Department's quarterly activity guide since 2002. It is the same type of guide that is produced by your agency. It is now published 3 times a year, and has ranged from 32 to 60 pages, and is four-color throughout. Most of the programs they are marketing are similar to what you are offering: classes, youth, afterschool activities, seniors, special events, etc. In 2012 Claremont was recognized with a California Park & Recreation Society (CPRS) Award of Excellence (Marketing and Communications – Print Publication or Materials- Marketing Class 1) for my design of their activity guide.

City of Montclair - I have designed 39 issues of the Human Services Department's activity guide since 2006. It is the same type of guide that is produced by your agency. It is published 3 times a year and has a current page count between 32 and 36 pages, with four-color throughout. Most of the programs they are marketing are similar to what you are offering: classes, youth, afterschool activities, seniors, special events, etc.

City of Anaheim – Between 2001-2016 I designed 64 issues of your own quarterly activity guide, as well as 13 issues of the Your Community/Tu Comunidad newsletter.

In total, I have designed 169 activity guides.

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PROPOSAL FOR GRAPHIC DESIGN SERVICES

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Recreation Branding Services, 260 W. Birch St. #309, Brea, CA 92821

Design of Supplemental Marketing for Parks, Recreation and Community Services

City of Anaheim – I have designed numerous supplemental marketing pieces over the years. A partial list includes: flyers, posters, postcards and banners for recreational classes, Oak Canyon Nature Center, East Anaheim Gym, Facility Rentals, Nature Nights, Cinema Under the Stars, Movies in the Park, Day of the Dead, CampVenture, STARS Afterschool Program, Anaheim Community Foundation, Fun on Wheels, Art in the Park, Dog Park Parties, Adult Sports, Neighborhood Services, Fall Festival, DEVOTE, Youth in Government Day, Pearson Park Amphitheatre, Concerts in the Park, Tiny Tots, and Project S.A.Y. I have also designed many ads for city programs that have been placed in Parenting OC, Orange County Register, AmeriKidz, KidsGuide, and Anaheim Magazine, and ads that have been used on the electronic billboards at the ARTIC.

City of Montclair – I have designed flyers and postcards for a number of activities, including: Farmers Market, Memorial Day Ceremony, Country Fair Jamboree, Community Garden, Fruit Park, Spring Egg Hunt, Holiday Events, Toy and Food Drive, and Community Fitness Center.

City of Claremont – I have designed flyers, postcard, posters and banners promoting recreational classes, Camp Claremont, Senior Excursions, Monday Night Concerts, Youth Centers, Fourth of July Celebration, Halloween Spooktacular, Holiday Tree Lighting Ceremony, Wilderness Park, Used Oil Disposal, Spring Celebration, Teen Shuttle, Teen Committee, and Teen Green.

City of Chino Hills – I have designed ads, posters and banners for their July 4 Celebration (2009-2015); and flyers for Birthday Party Rentals (2008-2009).

City of Yorba Linda – I have designed postcards and flyers for Celebration of the Arts art fair (2007-2011); Special Event Sponsorship brochure (2011); Fiesta Days (2006-2007).

City of La Habra – I have designed brochures for Red Ribbon Week (2005-2011), and for the La Habra 5k/10k Race (2006-2011).

City of Newport Beach – I have designed postcards for Lifeguard Program (2008-2009), Preschool (2007-2008), Summer Splash (2007-2009), Swim Lessons (2009), and Summer Camps (2011-2014).

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PROPOSAL FOR GRAPHIC DESIGN SERVICES

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Recreation Branding Services, 260 W. Birch St. #309, Brea, CA 92821

Click covers to view/download samples

City of Claremont
Summer 2019

City of Montclair
Summer 2019

City of Anaheim
Winter 2017

PROPOSAL FOR GRAPHIC DESIGN SERVICES

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Recreation Branding Services, 260 W. Birch St. #309, Brea, CA 92821

Provide a pricing summary to contain an hourly rate, overtime rate, and rush rate including definition. LIMIT 1 PAGE.

Hourly rate = $85/hour *(first year of contract)*
$88/hour *(second year of contract)*
$90/hour *(third year of contract)*

(scope of graphic design work may include catalog design, page design, design of flyers and postcards, design of ads, illustration, logo design, photo retouching, searches for stock imagery, participation in meetings, phone consultation, preparation of files for print, changes to proofs, press checks, and other labor as requested by the client).

There is no additional charge for overtime or rush work. Overtime work is defined as work beyond an 8-hour day or 40-hour week. Rush is definied work that needs an immediate turnaround.

There is no charge for travel time to meetings requested by the city.

Stock Images - The cost of stock is not included in the hourly rate. The City of Anaheim will reimburse the actual costs of all stock photography and illustrations.

California sales tax may be applied to projects. This cost is in addition to the hourly rate.

Since Recreation Branding Services will not be operating a vehicle on behalf of the city, and all work will we be performing will be at our place of business, we are requesting a waiver of the $1,000,000 automobile insurance requirement from your Risk Management department. If the City chooses not to waive the requirement, it agrees to reimburse Recreation Branding Services for actual cost of this coverage.

PROPOSAL FOR GRAPHIC DESIGN SERVICES

CONTACT Geoff Black **PHONE** (714) 671-1682 **E-MAIL** Geoff@RecreationBranding.com
Recreation Branding Services, 260 W. Birch St. #309, Brea, CA 92821

Provide four (4) references, including their addresses and telephone numbers, for whom you have provided graphic design services. Limit 1 page

Caroline Bustos
Brochure Editor
City of Claremont Human Services Department
1700 Danbury Rd., Claremont, CA 91711
(909) 399-5490
cbustos@ci.claremont.ca.us

Jason Lass
Recreation Manager
City of Corona Library and Recreation Services Department
400 S. Vicentia, Corona, CA 92882
(951) 736-2241
Jason.Lass@CoronaCA.gov

Renee Walker
Administrative Specialist
City of Montclair Human Services Department
5111 Benito Street, Montclair, CA 91763
(909) 625-9479
rwalker@cityofmontclair.org

Chris Macon
City Manager
City of Laguna Woods
24264 El Toro Road, Laguna Woods, CA 92637
(949) 639-0500
cmacon@cityoflagunawoods.org

Appendix III – Non-Collusion Affidavit

Note: To be executed by Proposer and submitted with proposal. STATE OF CALIFORNIA
County of Orange.

Geoff Black, being first duly sworn deposes and says that
he/she is owner of Recreation Branding Services,

the party making the foregoing bid that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By _____

Subscribed and sworn to before me this

11th day of July, 2019

See CA Jurat Notary below
Notary Public in and for said County and State

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 Orange

Subscribed and sworn to (or affirmed) before me on this 11th day of July, 2019, by Geoffrey Black, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal) Signature _____

ROSS LEE GUINDON
Notary Public - California
Orange County
Commission # 2262025
My Comm. Expires Nov 7, 2022

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Recreation Branding Services, 260 W. Birch St. #309, Brea, CA 92821

Recreation Branding Services

TERMS AND CONDITIONS

PAYMENT: All invoices are payable upon receipt. Invoices not paid within thirty (30) days of receipt are past due. A 1% monthly service charge may be applied on all past due balances. The grant of any right for use of designs, fonts or stock imagery supplied by Recreation Branding Services is conditioned on receipt of full payment.

A downpayment of $1000 is due at the start of production on each issue of the Class and Activity Guide. The balance will be invoiced upon delivery of the project to the City of Anaheim's designated printer.

ESTIMATES: The fees and expenses shown are minimum estimates only. Final fees and expenses will be shown when invoice is rendered. The client's approval will be obtained for any increases in fees or expenses that exceed the original estimate.

CHANGES: The client will be responsible for making additional payments for changes requested by the client in the original assignment. However, no additional payment will be made for changes required to conform to the original assignment description.

DELIVERY: All proofs and finished artwork will be delivered electronically as PDF files.

RUSH CHARGES: There are NO additional charges for work that is requested as rush, or for work requested during weekends or holidays.

SALES TAX: As required by the state of California, sales tax will be applied to all projects in which a tangible product is delivered.

MODIFICATION OF AGREEMENT: Modification of this agreement must be written, except that the invoice may include, and the client will pay, fees or expenses that were orally authorized in order to progress promptly with the work.

RELEASES: The City of Anaheim is responsible for obtaining releases for photos it supplies to Recreation Branding Services for use in city marketing materials and publications. The City of Anaheim shall indemnify Recreation Branding Services against all claims and expenses, including reasonable attorney's fees, due to uses of photos supplied by the City of Anaheim, for which they did not obtain valid written releases.

COPYRIGHTS: Recreation Branding Services retains copyright and ownership of its original graphic designs and transfers to the City of Anaheim the non-exclusive right to use the finished artwork. Usage of the artwork is conditional upon receipt of full payment.

The licensing agreements Recreation Branding Services has with its font and stock image suppliers prevent us from making copies and distributing font and stock image files to our clients. We can provide you with finished ads and marketing pieces in PDF format that use these files, but we can't supply you with copies of the images and fonts independent of those pieces. We recommend that you license images and fonts directly if you need to use them in pieces that Recreation Branding Services isn't designing for you.

CANCELLATION OF SERVICES: In the event of cancellation of this assignment, the City of Anaheim agrees to pay for labor already incurred.

PROPOSAL FOR GRAPHIC DESIGN SERVICES

CONTACT Geoff Black **PHONE** (714) 671-1682 **E-MAIL** Geoff@RecreationBranding.com
Recreation Branding Services, 260 W. Birch St. #309, Brea, CA 92821

Provide a pricing summary to contain an hourly rate, overtime rate, and rush rate including definition. LIMIT 1 PAGE.

Hourly rate = $85/hour *(first year of contract)*
$88/hour *(second year of contract)*
$90/hour *(third year of contract)*

(scope of graphic design work may include catalog design, page design, design of flyers and postcards, design of ads, illustration, logo design, photo retouching, searches for stock imagery, participation in meetings, phone consultation, preparation of files for print, changes to proofs, press checks, and other labor as requested by the client).

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