

**CITY OF SANTA ROSA  
PROFESSIONAL SERVICES AGREEMENT  
WITH DATA INSTINCTS  
AGREEMENT NUMBER \_\_\_\_\_**

This "Agreement" is made as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Santa Rosa, a municipal corporation ("City"), and Mark Millan, Data Instincts, a sole proprietor ("Consultant").

**RECITALS**

A. City desires to establish strategic communications planning, public/community relations, media relations, public outreach and education, collateral material development, social media, and website development. Continue public outreach communications and engagement tools throughout the construction process related to the Capital Improvement Project Coffey Park and Fountaingrove Neighborhood Road Disaster Recovery (Project ID C02258).

B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

**AGREEMENT**

**NOW, THEREFORE**, City and Consultant agree as follows:

**1. SCOPE OF SERVICES**

Consultant shall provide to City the services described in Exhibit A ("Scope of Services") Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

**2. COMPENSATION**

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by

the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of two hundred thirty-six thousand, five hundred dollars and zero cents (**\$236,500**). The City's Chief Financial Officer is authorized to pay all proper claims from **Charge Number 17607**.

### **3. DOCUMENTATION; RETENTION OF MATERIALS**

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

### **4. INDEMNITY**

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

### **5. INSURANCE**

a. Consultant shall maintain in full force and effect all of the insurance

coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the named insureds.

## **6. ASSIGNMENT**

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

## **7. NOTICES**

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Felicia Ong  
69 Stony Circle  
Santa Rosa, CA 95401  
Phone (707) 543-3864

Consultant Representative:

Mark Millan  
9481 Vinecrest Road  
Windsor, CA 95492  
Phone (707) 836-0300

## **8. INDEPENDENT CONTRACTOR**

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists

between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

## **9. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

## **10. SUCCESSORS AND ASSIGNS**

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

## **11. TERM, SUSPENSION, TERMINATION**

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

## **12. TIME OF PERFORMANCE**

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than **March 31, 2025**.

## **13. STANDARD OF PERFORMANCE**

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

## **14. CONFLICTS OF INTEREST**

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor,

without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

## 15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

yes  no (check one)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

## 16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

## **17. CONSULTANT INFORMATION**

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

## **18. MISCELLANEOUS**

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances,

including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. **Discrimination Prohibited.** With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. **Governing Law; Venue.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. **Waiver of Rights.** Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. **Incorporation of Attachments and Exhibits.** The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

## **19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing sole proprietorship, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

## **20. COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved



electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

Fo  
Fo

gm  
GM

**CONSULTANT:**

**CITY OF SANTA ROSA**  
a Municipal Corporation

Name of Firm: Data Instincts

TYPE OF BUSINESS ENTITY (check one):

By: \_\_\_\_\_

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: \_\_\_\_\_)

Print Name: Natalie Rogers

Title: Mayor

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney

Print Name: Mark Millan

ATTEST:

Title: Principal/Owner

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

City of Santa Rosa Business Tax Cert. No.

06514925

Attachments:

- Attachment One - Insurance Requirements
- Exhibit A - Scope of Services
- Exhibit B - Compensation

**ATTACHMENT ONE  
INSURANCE REQUIREMENTS FOR  
PROFESSIONAL SERVICES AGREEMENTS**

**A. Insurance Policies:** Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

<b>Insurance</b>	<b>Minimum Coverage Limits</b>	<b>Additional Coverage Requirements</b>
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. <b>Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.</b>
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

**B. Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
  - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
  - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

**C. Verification of Coverage and Certificates of Insurance:** Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

**D. Other Insurance Provisions:**

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## Exhibit A - Scope of Services

**SCOPE OF SERVICES**

In preparation, and throughout the life of the Project, DI will provide the following scope of services:

- Strategic Communications Planning
- Public/Community Relations
- Media Relations
- Public Outreach and Education
- Collateral Material Development
- Social Media and Website Development

For more information on the specific tasks involved in the scope of services please see the Community Engagement Strategy.

**Public Outreach Communications and Community  
Engagement Services  
for Coffey Park and Fountaingrove Neighborhood  
Road Disaster Recovery**



## EXECUTIVE SUMMARY

Data Instincts (DI) is a professional consultancy dealing with Public Information and Public Engagement serving municipalities, counties, public agencies, and engineering firms with public outreach efforts for implementation of water, wastewater, recycled water, and capital improvement projects.

DI has expertise in public/community relations, database creation and management, direct response communications, and Web site development. We can assist the City of Santa Rosa (City) with their communication efforts to inform and serve residents, businesses, schools, and other members of the community potentially affected by the Coffey Park and Fountaingrove Neighborhood Road Disaster Recovery Project.

DI also has experience in writing and developing web platforms that are easily accessible to the public as well as integrating web design elements to work closely with outreach strategies. This experience includes:

- Developing public outreach strategies, communications plans, and materials.
- Web site development for informing the public of construction project and utility services.
- Preparing and sending periodic permission-based e-mail broadcasts to update stakeholders, interested parties, emergency services, and agencies about the Project status.
- Project positioning and branding for familiarity in a community.

DI is based in Sonoma County, we live and work here. We are a part of the community. We lived through the horrors of the 2017 fire, and we know families that were directly affected by it in both Coffey Park and Fountaingrove. Some of them are a part of our team. We would be honored to assist Santa Rosa in this endeavor and would do so with compassion and sensitivity to those who have already endured so much.



Mark Millan  
Principal/Owner  
707.836.0300  
[millan@datainstincts.com](mailto:millan@datainstincts.com)

Windsor Office:  
9481 Vinecrest Road  
Windsor, CA 95492

Santa Rosa Office:  
703 2nd Street, Suite 408  
Santa Rosa, CA 95404

## PROJECT TEAM ROLES & RESPONSIBILITIES

### Mark Millan – Principal-in-Charge

- Develop the community engagement strategy.
- Administer the project in contract.
- Provide additional support, as needed.

### Ryan Long – Project Manager

- Act as a liaison between City staff, community stakeholders, and the Contractor and Construction Management team.
- Manage all inquiries from the public and coordinate responses with City staff and the project team in a timely manner.
- Attend all construction update meetings and report on public outreach and communication efforts.
- Manage weekly email update campaign.
- Coordinate the development of a project website and manage ongoing updates.
- Oversee project branding and ensure consistency across all communication materials and the City's brand identity.
- Coordinate the development of all communication materials, including postcard mailers, door hangers, handouts, and project signage.
- Visit the neighborhoods and meet with community stakeholders during periods of significant disruption.
- Organize public meetings and facilitate presentations and community engagement.
- Coordinate with the City's Communication Coordinator to ensure project messaging is consistent across all City managed websites, social media accounts, and newsletters.

### Malcolm Smith – Communication Specialist

- Draft copy for all communication materials.
- Draft press releases and handle all media inquiries.
- Provide support to the project manager, as needed.

### Bill Bailey – Field Representative

- Visit the neighborhoods and interface with residents and community stakeholders.
- Respond to inquiries from the public.

### Alicia Deguchi – Graphic Design

- Develop the project brand identity.
- Design all communication materials.
- Create project-specific infographics, maps, and signage.

### Keith Smith – Web Development

- Create the project website.
- Ongoing website maintenance and updates throughout the project.
- Develop PowerPoint presentations for public meetings.

## COMMUNITY ENGAGEMENT STRATEGY

### Overview and Schedule

DI, the Consultant, in coordination with City staff will assist and provide guidance to the City with public outreach and communication services in response to upcoming construction associated with the Coffey Park and Fountaingrove Neighborhood Road Disaster Recovery (Project). This project will rehabilitate approximately 33 miles of City residential streets that were damaged as result of debris removal activities in the Coffey Park and Fountaingrove neighborhoods following the 2017 Tubbs Fire. DI has been actively involved in the local community for over 25 years and is well aware of the damage brought upon these neighborhoods by the 2017 Tubbs Fire. Much of the project area was severely impacted, resulting in the complete destruction of many homes and businesses. Over the past 6 years the communities have been successfully rebuilt, allowing residents and business owners to move on from that difficult experience. DI will ensure the utmost care when engaging with the communities. Timely and well-informed communication on the benefits and impacts of the project will be vital to its successful completion.

A strong public information program will provide the following:

- Ensure the community is engaged and well informed throughout implementation of the Project.
- Provide timely information to community members about the upcoming construction process of the Project. Describe the purpose of the project, sequence of construction, how traffic impacts will be managed, and how they can be kept informed during the process. Information will always be provided in English and Spanish.
- Facilitate and encourage the project team's receptiveness and timely response to community concerns that may arise during construction. Guide the project team in integrating and assimilating responsive efforts and actions.
- Establish the City as a reliable and credible source of project information.

DI will coordinate with City staff to develop a community engagement strategy to inform and respond to residents' concerns and comments. Stakeholders will be identified, and outreach methods customized to ensure meaningful involvement. Community stakeholders include renters and homeowners, businesses, neighborhood and community groups, community-based organizations, schools, youth, and parents. Due to the large geographic footprint of the project the number of residents impacted by the construction will be significant. As such, it will be important to deploy a multi-pronged strategy to reach as many individuals as possible. This will include engaging with community leaders that are able to reach a large audience and going door-to-door in neighborhoods during periods of significant disruption. The main goals of this strategy will be to:

- Engage as many residents, community-based organizations (including current Neighborhood Captains established in areas impacted by the 2017 fire), businesses, and other stakeholders in the community as possible; and
- Provide information to the community regarding the objectives of the Project and clearly describe the impacts, benefits, and timing of its implementation.

A Community Engagement Schedule will be developed with City staff based on the Contractor's preferred means and methods for completing the work. Once the work schedule has been finalized, an outreach



schedule will be created to ensure community stakeholders are informed well in advance of Public Meetings and potential impacts of the ongoing construction in their neighborhoods.

The following elements will be incorporated into the Community Engagement Strategy:

### **Translation Services**

To ensure effective communication with all community members, DI will translate all notices, informational materials, project websites, and meeting content into Spanish. For these services, DI maintains a practice of engaging Spanish-speaking translators, avoiding automated tools like Google Translate. This approach guarantees accurate translations that resonate with the target community's dialect.

### **Project Branding**

DI will work with City staff at the beginning of the Project to create a clear and consistent brand identity. Once created the brand will be used on all communication material distributed to the public as a way of building trust and familiarity with the project. DI will work closely with the City's Communication Coordinator to ensure project messaging is consistent across all City managed websites, social media accounts, and newsletters.

### **Interactive Website and Digital Outreach**

DI will maintain comprehensive Web content covering construction impacts from the Project. This will be a unique, project-specific URL address, such as the one suggested by City staff: *neighborhoodroadrecovery.com*. Similar content will be made available to City staff for posting to the City's existing website. This content will be developed and maintained specifically to keep residents, stakeholders, and businesses informed about potential impacts in their area, establishing a one-stop resource for construction-related information.

Website content will include:

- Weekly Construction Updates
- Project Description
- Project Benefits
- FAQs
- Email Subscriber Link
- Infographics and Maps
- Contact Information

Web pages are a convenient way for citizens and businesses to view all relevant notices, project schedules, and maps in a timely and responsive manner that meets community expectations for information about construction activities. The website URL address shall be included in all notices sent to affected residents and businesses.

DI will ensure that all content is formatted so that it can be posted to the various social media platforms utilized by City staff. Additionally, the project scope will be placed on Waze and Google maps. These placements will be updated appropriately as the project progresses so that locations and impacts remain up-to-date.

**Email Update System**

Through community meetings, mailings, social media, and web posts we will gather emails from both project areas and develop email lists for outreach during the project. This will be a permission-based email broadcast system for distribution of messages. All outreach materials will include instructions on how to be included in the email notification system.

Weekly emails will be prepared and distributed to keep residents, businesses, and community stakeholders informed of construction activities. Names and email addresses do not appear in broadcasts in respect to privacy. All updates will be approved by a designated City staff prior to disbursement.

**Communication Materials and Visualization Tools**

In coordination with the Construction Manager and City staff, DI will develop and create public outreach materials and visualization tools. These services include creative direction, design, copywriting, and production coordination for all communication materials and visualization tools.

These may involve a variety of media, including but not limited to, the following:

- Project Website
- Meeting Presentations
- Postcards/Mailed Notices
- Fliers/Door Hangers
- Fact Sheets
- Frequently Asked Questions (FAQs)
- Email Broadcasts
- Waze and Google Maps Updates
- On-site signage
- Newspaper Ads/Notices
- Press Releases
- Social Media Posts
- Project Information Cards
- On-site Changeable Message Boards
- Project Maps
- Infographics

**Dedicated Construction Hotline and Email Address**

DI will establish and maintain a project hotline phone number and email address that may be contacted if questions or complaints about construction impacts arise. The phone number and email address will be included in notices given to affected persons during construction.

Responsiveness to public interaction is paramount. The DI Team will monitor the hotline and email account daily and ensure that all inquiries are addressed in a timely manner. Complaints will be logged, and calls routed to appropriate project members; including City staff, Construction Manager, and Contractor.

*(If a project hotline and email address are already in place, they will be used for purposes expressed).*

**Coordinate Community Meetings**

DI will provide facilitation and outreach support for community meetings (virtual, in person, or hybrid) for each of the Coffey Park and Fountaingrove areas. Working in coordination with City staff, these may be held as virtual, in-person, or hybrid informational meetings (accommodating Spanish language) that describe the project purpose, activities to be conducted in each area, work schedules, potential impacts, how to stay informed during construction in each of the areas, and how questions and concerns about the Project will be addressed. DI activities may include helping City staff and the Construction Management team prepare for the meetings, create notifications, inform the community beforehand, logistics planning, supporting development of content and messaging, moderating/facilitating meeting, and providing meeting follow-up support, as needed.

**Maintain Ongoing Outreach Program**

During the construction process DI will continue to provide public engagement support, utilizing the following tools and methods.

- Coordinate with City staff to dovetail with existing channels of traffic-related updates.
- Distribute outreach materials in English and Spanish.
- Assist Construction Manager and City staff in contacting and communicating with affected stakeholders, businesses, schools, and residents who express concerns.
- Assist Construction Manager and the City staff with media relations as may be needed.
- Support project team efforts for information gathering/sharing for troubleshooting or solving challenges that may arise during construction.
- Manage incoming telephone and email inquiries from the public and special interest groups of the project area.
- Manage permission-based email broadcasts for residents, businesses, media and community group lists and distribution of messages routinely, and as needed.
- Work with Construction Manager and City staff to maintain and provide support for Project-related Web page content development.
- Manage consistent graphic look and feel of Project identity or brand with all outreach materials in coordination with City staff. Use QR codes where possible.
- Coordinate any printing and mailing services consistent with City's practices for securing local printing and mailing services. (*Costs for printing and postage of outreach materials mailed are not included in this scope. Vendors of such services shall be paid directly by the City).*

**Construction Update Meetings**

To keep informed of project construction developments and schedules, DI representative(s) will attend Project Construction Meetings and stay current with Project information. Other Project Management tasks may be included as the need arises. DI will attend meetings, consultations and conferences related to public information and Project notifications. Includes meetings and conferences with the contractor, City staff, public officials, and team members, potentially impacted stakeholders, individuals, and interest groups.

## INDEMNIFICATION, INSURANCE, TERMS OF AGREEMENT

Data Instincts carries over a \$2,000,000 in General Liability with The Hartford insurance company. Representation is with Cook, Disharoon & Greathouse of Oakland, California. Policy number is 57SBALD2227. A certificate verifying insurance has already been provided to Santa Rosa for prior contracted assignments. Tax ID number is 90-0005625.

Standard terms are found to be acceptable.

## LEGAL NAME AND CONTACT INFORMATION

Data Instincts  
9481 Vinecrest Road  
Windsor, CA 95492  
707.836.0300 | 707.836.0842 Fax

Santa Rosa Office:  
703 2nd Street, Suite 408  
Santa Rosa, CA 95404

Town of Windsor Business license #000006  
City of Santa Business license #06514925

For questions related to this submittal during the evaluation period, please contact Mark Millan at 707.836.0300 or at [millan@datainstincts.com](mailto:millan@datainstincts.com).



Mark Millan, Principal/Owner

Exhibit B - Compensation



**Cost and Fee Proposal - Submitted August 2023**

**RATES FOR SERVICES**

October 2023 – March 2025

Principal (M. Millan)	\$245
Project Manager (R. Long)	\$175
Communication Specialist (M. Smith)	\$165
Field Representative (B. Bailey)	\$145
Web Development/PowerPoints (K. Smith)	\$150
Graphic Services (A. Deguchi)	\$125
Administrative Support	\$95
Copies	\$0.10 per page
Postage	at cost
Overnight mail	at cost

For communications pieces that are to be professionally printed, Data Instincts will provide materials in the appropriate format; recommend printing services; and interact with and deliver materials to print vendors. However, it is our policy that the client (City of Santa Rosa) would pay directly for such services as printing, list rentals, mail processing fees, postage, and media advertising related expenses. Bi-lingual translations, as needed, for handouts/brochures and other information sources will be noted separately but are included in this estimate.

Consultant will utilize local or client resources whenever possible for these purposes.

Data Instincts bills for actual work performed on a monthly basis, and shall supply summary reports delineating each task, the budgeted amount, amount expended in the billing period, and cumulative expended totals.

**ESTIMATE FOR PROJECT**

Based on an estimated contract period of 18 months (October 2023 to March 2025). See breakdown of estimated hours per Outreach Team member in chart below. Assuming Public Outreach services are needed throughout the estimated 18-month period; time and materials, not to exceed: \$236,500.

Fee Estimate YR October 2023 - March 2025									
As of August 21, 2023									
<b>Job Name:</b>	Coffey Park And Fountaingrove Neighborhood Road Disaster Recovery								
<b>Client:</b>	City of Santa Rosa								
<b>Job Description:</b>	Public Outreach and Communication Services								
								<b>Total</b>	<b>Total Labor</b>
<b>Data Instincts</b>	Mark Millan	Ryan Long	Malcolm Smith	Bill Bailey	Keith Smith	Alicia Deguchi	Administrative		
<b>Outreach Team Role:</b>	Principal	Project Manager	Communication Specialist	Field Representative	Web development	Graphic Design	Administrative Support		
<b>Tasks</b>	All	All	All	All	All	All	All	<b>Hours</b>	<b>Cost</b>
Hours based on 18 months of service	150	550	110	250	200	120	20	<b>1400</b>	
	\$36,750	\$96,250	\$20,350	\$36,250	\$30,000	\$15,000	\$1,900		<b>\$236,500</b>
<b>Hourly Rate:</b>	\$245	\$175	\$185	\$145	\$150	\$125	\$95		

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Standard terms are found to be acceptable.

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#### Data Instincts

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707.836.0300 | 707.836.0842 Fax

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Town of Windsor business license #000006

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For questions related to this submittal during the evaluation period, please contact Mark Millan at 707.836.0300 or at [millan@datainstincts.com](mailto:millan@datainstincts.com).



Mark Millan, Principal/Owner











# Professional Services Agreement - Data Instincts

Final Audit Report

2023-09-01

Created:	2023-09-01
By:	Joyce Brandvold (JBrandvold@srcity.org)
Status:	Approved
Transaction ID:	CBJCHBCAABAAPs_bTZHLEY-tTpINSqTfB25STvhxp2p

## "Professional Services Agreement - Data Instincts" History

-  Document created by Joyce Brandvold (JBrandvold@srcity.org)  
2023-09-01 - 4:01:02 PM GMT
-  Document emailed to fong@srcity.org for approval  
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-  Email viewed by fong@srcity.org  
2023-09-01 - 5:22:33 PM GMT
-  Signer fong@srcity.org entered name at signing as Felicia Ong  
2023-09-01 - 5:23:28 PM GMT
-  Document approved by Felicia Ong (fong@srcity.org)  
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-  Document emailed to gmariscal@srcity.org for approval  
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-  Email viewed by gmariscal@srcity.org  
2023-09-01 - 5:33:36 PM GMT
-  Signer gmariscal@srcity.org entered name at signing as Gregory Mariscal  
2023-09-01 - 9:32:01 PM GMT
-  Document approved by Gregory Mariscal (gmariscal@srcity.org)  
Approval Date: 2023-09-01 - 9:32:03 PM GMT - Time Source: server
-  Agreement completed.  
2023-09-01 - 9:32:03 PM GMT