

Request for Proposals (RFP)

#21-22-007 Public Relations Services

Little Lake City School District

10515 South Pioneer Blvd.

Santa Fe Springs, CA 90670

June 26, 2022

I. Introduction

The Little Lake City School District (“District”) is a public school district established in 1871 and located in the municipalities of Santa Fe Springs, Norwalk, and Downey, in Los Angeles County, California. The District operates nine schools, including seven elementary schools and two middle schools. The District is governed by a five-member Board of Education.

This Request for Proposal (“RFP”) is intended to invite interested public relations firms (“Firm(s)”) to submit a proposal to provide public relations and communications services to the District. The RFP outlines the scope of services, as well as the qualification and proposal requirements that Firms must fulfill.

II. RFP Timeline

The tentative RFP Timeline is as follows:

Issuance of RFP by the District	June 26, 2022
Deadline for Questions/Clarification Requests	July 13, 2022 10:00A.M.
Final Responses/Addendum Issued by District	July 15, 2022
Deadline for Submitting Complete Proposals	July 22, 2022 3:00 P.M.
Interviews of Selected Firms	July 27, 2022
Anticipated Presentation to Board of Education for Final Approval	August 9, 2022
Anticipated Agreement Start Date	August 10, 2022

The timeline dates listed above are subject to change at the District’s sole discretion. Firms will be notified via email of changes to the proposed RFP timeline, as well as any other changes to the RFP.

III. Request for Information or Clarification

Should discrepancies or omissions be found in this RFP or for questions, clarifications, or comments concerning this RFP please contact:

Jorge Vargas
Purchasing Department
Little Lake City School District
10515 Pioneer Blvd.
Santa Fe Springs, CA 90670
Phone/Fax: (562) 868-8241 / (562) 462-1082
Email: jvargas@llcsd.net

IV. Scope of Services

The District is seeking a public relations Firm to provide public relations and communications services including, but not limited to, the following:

- Managing the District’s social media presence and image, including monitoring, scheduling, and posting to the District’s social media accounts, (e.g., Facebook, Twitter, Instagram, and Snapchat, etc.), about District school sites and District-wide activities;

- Preparing press releases and media advisories for the District’s social media platforms, the local papers, and relevant web sites, including photographs of District activities;
- Providing graphic design and photo editing services;
- Filming and preparing social media videos at on-site at District events;
- Preparing analytic reports on social media usage;
- Preparing and disseminating a Community Newsletter up to 12 times per year;
- Communicating and providing outreach to the community, parents, staff, and other key stakeholders, regarding the District’s General Obligation Bond projects; and
- Designing community relations communications, including fact sheets, brochures, presentations, and videos.

For purposes of this RFP, the requested services set forth above will be referred to collectively, as the “Services.”

V. Proposal Requirements

Proposals must include your Firm’s plan for providing the District with public relations and communications services that will:

- Promote the District as a highly respected school district, offering a quality education that ensures success for every student;
- Ensure parent and community recognition of the District’s core belief of “Students First, Results Matter, Whatever it Takes”;
- Drive traffic to the District’s website and associated social media platforms; and
- Produce clear measures of success.

All proposals should include a clear, concise narrative. There is no required format for the proposal, but every proposal must include the following sections:

Section A. Submittal Cover Letter

The submittal cover letter should include a brief introduction which includes a description of the Firm’s size, organizational structure, and general qualifications and experience relevant to the requested Services. In addition, the submittal cover letter must include the following:

- The RFP title and submittal due date;
- The name, address, fax number, and telephone number of the responding Firm;
- The name of the individual authorized by the Firm to negotiate with the District and his/her contact information; and

- A statement that the proposal will be valid for a 60-day period and that the Firm is available to immediately commence providing services to the District.

The submittal cover letter must be signed by the individual authorized by the Firm to negotiate a contract with the District.

Section B. Table of Contents

Include a table of contents of the material contained in the proposal, which reflects the structure outlined in the RFP and the corresponding page number for each subject matter.

Section C. Description of Firm

Provide an overview and history of your Firm, as well as its experience providing community outreach to school districts and other public entities in California. Provide an overview of the Services the Firm offers, and what the Firm's proposed approach would be to providing the services set forth in the RFP to the District.

Section D. References and Description of Experience

Indicate the areas of expertise of your Firm and how the Firm's expertise will benefit the District. Identify comparable services that the Firm has provided which demonstrates the qualifications and ability of the Firm to perform and accomplish the Service. Prior experience providing similar services to public school districts is preferred, and Firms should provide examples of any previous experience providing similar services to K-12 school districts in California.

Include at least four (4) clients and/or school districts with similar program needs, along with the names of individuals familiar with your work that can be contacted by the District. The District reserves the right to contact any the references listed in the proposal at any time and make any other reasonable investigation into Firm's background and experience.

Section E. Team

Provide the names and résumés of the Firm's staff who would be working with the District and identify the responsibilities each individuals would be assigned. Please indicate the name of the individual the Firm intends to be the primary contact for the District account, as well as any other key personnel who would be responsible for the day-to-day work with the District. The District expects that the Firm's key personnel will remain consistent throughout the provision of the Services to the District.

Section F. Case Studies

Provide at least two (2) case studies that demonstrate your Firm's ability to conduct community outreach on behalf of a public entity and/or school district and explain how the community outreach impacted the results of the public entity's and/or school district's goals. Please explain the relevance of your case studies to the District. To the extent possible, please also provide two (2) examples of prior community outreach plans your Firm has developed, and two (2) examples of community outreach materials your Firm has created.

Section G. Services Overview

Convey the Firm's understanding of the nature of the Services and the general approach the Firm will use to provide the Services. Please specifically describe the approach the Firm will take in working with District staff to perform the comprehensive community outreach the District seeks.

Section H. Fees

Firms must provide a proposed not-to-exceed amount for all fees and costs to perform the Services for a contract period of two years. Please provide a schedule of the Firm's fee, including hourly rates for the Firm's key personnel who would be assigned to work with the District. A list of all other expected reimbursable costs necessary to complete the Services should also be included. Any costs not included in the proposal will not be eligible for reimbursement.

The District accepts no financial responsibility and will not be liable for any costs incurred by a Firm in preparing and responding to this RFP. Pre-contractual expenses may not be included as part of the proposed costs for performing the Services.

Section I. Agreement

The form of the Agreement ("Agreement") for Public Relations/Communications Services is attached hereto as **Attachment 1**. Any proposed revisions or comments to the Agreement must be submitted to the District with your Firm's proposal. The District will not consider any comments or proposed revisions to the Agreement submitted after the deadline for proposals. The services identified in Exhibit A to the Agreement are subject to change at the District's sole discretion based the selected Firm's proposal.

Section J. Legal Issues

Please respond to each of the following questions:

1. Is there now pending against the Firm or any of its employees any legal action in connection with any services provided by the Firm that are similar to the Services sought in this RFP? If so, please describe such pending action.
2. Have there been any settlements or judgments involving such actions? If so, please describe each settlement or judgment, including the nature of the action and the amount of recovery.
3. Has the Firm or any of its employees ever been subject to litigation or an administrative enforcement action in connection with services provided by the Firm that are similar to the Services sought in this RFP? If so, please describe each such action, including its status.
4. Has the Firm had any contract terminated for cause? If so, please describe why the contract was terminated for cause.

Section K. Conflict of Interest

Does your Firm have any existing relationships with the District, or its employees or elected officials, or with other related entities that might create a conflict of interest for your Firm? If so, please describe.

VI. Submission of Proposals

Each Firm submitting a proposal is required to deliver Five (5) hard copies in addition to the electronic version of the proposal. Electronic versions of your proposal must be in PDF format and sent to lseymour@llcsd.net.

Hard copies shall be delivered to:

Little Lake City School District
Attn: Liz Seymour, Assistant Superintendent Business Services
10515 Pioneer Blvd
Santa Fe Springs, CA 909670
RFP#21-22-07 Public Relations Services

Proposals must be received by the date and time referenced in the tentative schedule (no later than July 22, 2022, at 3:00 P.M. PST). Late submissions will not be accepted.

VII. Withdrawal of Proposals

A Firm may withdraw its proposal, either personally or by written request, at any time before the proposal due date and time.

VIII. Evaluation of Proposals

The District reserves the right, at its sole discretion, to reject any and all proposal received without penalty as result of this RFP.

All proposals satisfying the requirements of this RFP will be evaluated by District staff to determine which Firm can best provide the Services and support the overall goals and needs of the District. The District will evaluate each written proposal based on the following criteria:

1. Overall experience/qualifications of the Firm and key personnel;
2. Prior experience providing services similar to those outlined in the RFP to other school districts and/or public entities in California;
3. The Firm's proposed approach to providing the Services and demonstrated understanding of the Services; and
4. Estimated total not-to-exceed sum for fees and costs for the Services.

The top Firms will be requested to participate in an interview on July 27, 2022.

A contract will be awarded to the organization whose proposal is determined to be the most advantageous to the District, taking into consideration the criteria set forth in this RFP. Upon

completing the selection process under this RFP, the District will notify the winning proposer and all other proposers who were not selected.

IX. No Guarantee of Contract

This RFP in no way commits the District to enter into a contract or otherwise guarantees that any contract will be awarded in response to this RFP. The District further reserves the right to seek responses from, or to contract with, any firm not participating in this RFP, or to cancel this RFP. Any agreement resulting from this RFP will not be binding or valid unless and until it is executed and authorized by the selected Firm and a District representative and approved by the District's Board of Education.

X. Public Nature of Proposal Submittals

All proposals submitted in response to this RFP will become the property of the District and are subject to disclosure to members of the public under the California Public Records Act (Gov. Code, § 6250 et seq.) at the conclusion of the proposal process. If any part of a Firm's submitted proposal materials contains confidential, proprietary information, or trade secrets, such information must be specifically identified in the proposal. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by court order. If the District is required to defend a legal challenge to the District's withholding of any portions of a Firm's proposal marked as "Confidential," "Proprietary," or "Trade Secret" in response to a Public Records Act request, by submission of its response for the District's consideration, each Firm agrees to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

PUBLIC RELATIONS/COMMUNICATIONS SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”) for public relations and communications services, is entered into this 10th day of August, 2022, by and between Little Lake City School District (“District”) and PUBLIC RELATIONS FIRM (“FIRM” or “Vendor”). District and FIRM may be occasionally referred to herein collectively as the “Parties,” and individually as a “Party.” This Agreement is made with reference to the following facts:

WHEREAS, the District requires services and/or advice of a highly specialized and technical nature to oversee the District’s public relations and communications channels and advise the District on communications strategies and approaches that will optimize community outreach, and such services and advice are not available within the District, and cannot be performed satisfactorily by District employees; and

WHEREAS, FIRM possesses the necessary expert knowledge, experience and ability to perform services not available through District personnel, and FIRM is specially experienced and competent to provide to the District certain specialized services and/or advice in one or more of the foregoing areas; and

WHEREAS, the District desires to obtain the following specialized services and/or advice: Public relations and communications services; and

WHEREAS, FIRM represents itself able and willing to perform the Services (defined below) for the District on the terms hereafter set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms and provisions set forth herein, the benefits to be gained by the performance thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and FIRM agree as follows:

1. Scope of Services.

- 1.1 **Services to be provided.** FIRM is engaged by the District as its public relations and communications firm to provide public relations services (“Services”) to the District set forth in **Exhibit A** (“Scope of Services”). FIRM shall specifically provide all services listed in the Scope of Services at no additional cost to the District, including any services listed in the Scope of Services to be provided “at the District’s request.”
- 1.2 **Amendment to Scope of Services.** The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The Parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

2. Term of the Agreement.

The term of this Agreement begins as of August 10, 2022 (“Effective Date”) and ends on June 30, 2024. This Agreement may be renewed by mutual agreement of the Parties for an additional one-year term, provided that any renewal of this Agreement must be in writing and approved by the District’s governing board in accordance with Section 17604 of the California Education Code. The total term of this Agreement shall not exceed five (5) years.

3. Submittal of Documents.

The FIRM shall not commence the Services under this Agreement until the FIRM has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Workers’ Compensation Certification (attached hereto as Exhibit B)
- Fingerprinting/Criminal Background Investigation Certification (attached hereto as Exhibit C)
- Insurance Certificates and Endorsements
- Tuberculosis Clearance
- W-9 Form

4. Compensation.

The District agrees to pay FIRM for services satisfactorily rendered pursuant to this Agreement. In no event shall the total payment to FIRM exceed [DOLLAR AMOUNT] (“Compensation”). District shall furnish payment to FIRM on a monthly basis, pursuant to a valid invoice issued to the District by FIRM, within 30 days of the District’s receipt of said invoice.

FIRM's total compensation for all Services provided herein shall in no event exceed the Compensation specified above, and FIRM shall not be entitled to, nor shall the District be responsible for, any additional fees, expenses or costs, except as outlined herein.

5. Expenses.

District shall not be liable to FIRM for any costs or expenses paid or incurred by FIRM in performing services for District, unless expressly set forth elsewhere in this Agreement.

6. Precedence of Agreement over Attachments and Exhibits.

Should there be any ambiguity, inconsistency, discrepancy, or other difference between any attachments or exhibits to this Agreement and the terms of this Agreement, the terms of this Agreement take precedence, govern, and are controlling.

7. Standard of Performance.

FIRM shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by District, necessary or proper to perform and complete the work and provide the Services required of FIRM by this Agreement.

8. Independent Contractor.

FIRM, in the performance of this Agreement, shall be and act as an independent contractor. FIRM understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. FIRM shall assume full responsibility for the acts and/or omissions of its employees or agents as they relate to the Services to be provided under this Agreement. FIRM shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective FIRM's employees.

9. Taxes.

FIRM acknowledges and agrees that it is the sole responsibility of FIRM to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of FIRM's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

10. Materials.

FIRM shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

11. Performance of Services.

11.1. Standard of Care

FIRM represents that the FIRM has the qualifications and ability to perform the Services in a professional manner. FIRM's Services will be performed, findings obtained, reports and recommendations prepared in accordance with general and currently accepted principles and practices of its profession for services to California school districts. FIRM shall carefully study and compare all documents, findings and other instructions and shall at once report to District, in writing, any error, inconsistency or omission that FIRM or its employees may

discover. FIRM shall have responsibility for discovery of errors, inconsistencies, or omissions at no additional cost to the District.

11.2. Meetings

FIRM and District agree to participate in regular meetings to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of FIRM's performance of Services at no additional cost to the District. Unless approved by the District, FIRM must attend all meetings in person, and not through video or telephone call.

11.3. District Approval

The work completed hereunder must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof. The District reserves the right to reject any unsatisfactory work for any reason in which case FIRM shall take all actions necessary to address the deficiencies identified by the District to ensure all Services meet the requirements of this Agreement, at no additional cost to the District.

12. Originality of Services.

Except as to standard generic details, FIRM agrees that all technologies, formulas, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to FIRM and shall not be copied in whole or in part from any other sources, except those submitted to FIRM by the District as a basis for such services. FIRM shall indemnify the District from any claim related to the use of work by FIRM from other sources in accordance with the indemnity provisions contained in this Agreement.

Except as otherwise set forth in this Agreement, the District will own all tangible written material originally prepared expressly for the District and delivered to the District under this Agreement ("Work Product"), excluding any FIRM materials contained or embodied therein, which includes all: proprietary information, general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, materials, or other intellectual property or information which may have been discovered, created, developed or derived by FIRM either prior to or as a result of its provision of services under this Agreement.

13. District Responsibilities.

District agrees to cooperate, and to cause its agents to cooperate with FIRM in carrying out its duties, including providing to FIRM timely, accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. The District will be responsible for all management decisions in connection with the Services, implementation of the actions identified in the course of the engagement and the results achieved from the Services.

14. Confidentiality.

FIRM and all FIRM's agents, personnel, employee(s) and/or subcontractor(s) shall maintain the confidentiality of all information received from the District in the course of performing the Services ("District Information").

Both Parties will maintain the confidence and safeguard all confidential information, as defined in this Paragraph, of the other Party, its affiliates and customers, to the extent permissible under applicable law. "Confidential information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure or by law. District shall not be responsible for determining whether information is confidential: it is FIRM's sole responsibility to label Confidential Information before providing it to the District. Each Party agrees to use any Confidential Information only for the purpose of conducting business with each other in the manner contemplated by this Agreement. Both Parties will restrict disclosure of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each Party is bound by this Agreement, subject to applicable law that may require disclosure. Upon request of the owner of the Confidential Information, the other Party will promptly return or destroy all materials incorporating any Confidential Information and any copies to the extent such Confidential Information is in the possession of the Party, unless required to be held by the District to meet the issuance requirements contemplated in this Agreement.

FIRM hereby acknowledges that the District is a California public agency and therefore any and all information submitted to, or obtained by, the District may be deemed public records and subject to disclosure under California law, including the California Public Records Act. As such, the District cannot, and does not, provide any warranty or guarantee that any information provided or submitted by FIRM will remain confidential or protected from public disclosure, even if FIRM designates such information as confidential pursuant to this Section. In no event shall the District be responsible or liable for any release of information provided by FIRM pursuant to this Agreement. If FIRM believes it cannot meet its duties under this Agreement because of this Section, the Parties shall meet in good faith to discuss the specific issue but in no event shall FIRM be relieved of any duty or responsibility pursuant to this Agreement as a result of confidentiality concerns.

15. Copyrighted Materials.

FIRM shall advise District of any and all materials used, or recommended for use by FIRM to complete the Services, that are subject to any copyright restrictions or requirements. In the event District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements arising out of or related to this Agreement or FIRM's actions, FIRM agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder in accordance with Section 18 below.

16. Audit and Inspection of Records.

FIRM shall establish and maintain books, records; and systems of account, reflecting all business operations of FIRM transacted under this Agreement. FIRM shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. At any time during the normal business hours and as often as District may deem necessary, FIRM shall make available to District, its agent, other representatives, or an independent auditor for examination at District's place of business specified above, to audit, examine, and make excerpts, copies, and transcripts from all books, data and records, investigation reports and all other materials respecting matters covered by this Agreement and FIRM will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement. Further, pursuant to and in accordance with the provisions of Government Code section 8546.7 or any amendments thereto, all books, records and files of FIRM connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor General of the State of California, at the request of DISTRICT or as a part of any audit of District, for a period of three (3) years after final payment is made under this Agreement. FIRM shall preserve and cause to be preserved such books, records and files for the audit period.

17. Termination.

18.1 Without Cause by District.

District may, at any time, with or without reason, terminate this Agreement and compensate FIRM only for services satisfactorily rendered and supported by documentary evidence up to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by FIRM. Notice shall be deemed given when received by the FIRM or no later than three days after the day of mailing or immediately upon electronic mail submission, whichever is sooner. The notice to be sent to the address of the FIRM, as set forth in this Agreement. As of the effective date of the termination, FIRM shall cease all work pursuant to this Agreement and shall not be entitled to any payment for any work rendered after the date of termination. FIRM shall not be entitled to any additional compensation or payment as a result of the District's termination without cause.

18.2 With Cause by FIRM.

FIRM may terminate this Agreement if District fails to pay any amounts due and owing to FIRM within the timeframe set forth in Section 4 if District fails to make payment within five (5) days of written notice of FIRM's intent to terminate. Upon this termination, District shall only be obligated to compensate FIRM for services satisfactorily rendered and supported by documentary evidence reports up to the date of termination. FIRM may not terminate this Agreement if a dispute exists between the Parties as to a specific payment, which shall be addressed pursuant to Section 29 below.

18. Indemnification.

To the furthest extent permitted by California law, FIRM shall indemnify, defend, and hold free and harmless the District, its Board of Education, officers, and employees ("the indemnified parties") from any and all claims, demands, causes of action, damage, suits, actions, loss, costs, expenses, judgments, and liability of any nature whatsoever or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to personal injury, and consultants' and/or attorneys' fees and costs directly or indirectly arising out of, connected with, or resulting from the gross negligence, recklessness, error or omissions, or willful misconduct of FIRM, its officials, officers, employees, subcontractors, consultants, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services or any part of this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by FIRM in conjunction with this Agreement, unless the claims are caused wholly by the sole gross negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that FIRM proposes to defend the indemnified Parties. This indemnity shall include liability arising out of:

19.1 Workers' Compensation and Employer's Liability.

Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to FIRM's employees or FIRM's subcontractor's employees arising out of FIRM's work under this Agreement.

19.2 General Liability.

Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law, or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by FIRM or the District, or any person, firm or corporation employed by FIRM or the District upon or in connection with the Services, except for liability resulting from the sole or active gross negligence, or willful misconduct of the District.

19.3 Professional Liability.

If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of FIRM, FIRM shall indemnify and hold the District harmless from any loss caused by any act, neglect, default, or omission of FIRM, or any person, firm or corporation employed by FIRM, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Services, including injury or damage either on or off District property; but not for any loss, damages caused by sole or active negligence, or willful misconduct of the District.

FIRM, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of this Section that may be brought or instituted against the District, its officers, agents or employees , on any such claim

or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

THE PARTIES UNDERSTAND AND AGREE THAT THIS ARTICLE SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE §2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ANY ATTEMPT TO LIMIT FIRM'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND FIRM. IN NO EVENT SHALL FIRM'S LIABILITY BE LIMITED TO ANY AMOUNT, INCLUDING, BUT NOT LIMITED TO, THE AMOUNT OF FEES RECEIVED BY FIRM FOR PERFORMING SERVICES RELATED TO THIS AGREEMENT.

19. Limitation of Liability.

Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the Compensation provided in this Agreement.

Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. Insurance.

21.1 FIRM shall procure and maintain at all times it performs any portion of the Services, the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirements
Automobile Liability Insurance Each Occurrence General Aggregate	\$1,000,000 \$1,000,000
Professional Liability	\$2,000,000
Workers Compensation	Statutory Limits

21.1.1 **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the FIRM, the District, and the State from all claims of bodily injury, property damage, personal injury, death,

advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the DISTRICT.)

21.1.2 Workers' Compensation and Employers' Liability Insurance.

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the FIRM shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

21.1.3 Professional Liability (Errors and Omissions).

Professional Liability Insurance as appropriate to the FIRM's profession.

21.2 Proof of Carriage of Insurance.

The FIRM shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

21.2.1 A clause stating: "SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION."

21.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to which cancellation and reduction notice will be sent, and length of notice period.

21.3 Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

21. District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.

The District may evaluate the FIRM in any way the District is entitled pursuant to applicable law and may require FIRM to remove and replace any employee providing Services to the District pursuant to this Agreement for any reason and at no additional cost to the District.

22. Compliance with Applicable Laws, Debarment and Suspension.

The Service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. FIRM agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to FIRM, FIRM's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations (the "Applicable Rules"). FIRM warrants and certifies that neither FIRM, nor any person working for or acting on behalf of FIRM as part of this Agreement, has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded, or otherwise ineligible to participate in any state or federal program, or by any federal department or agency, or by Los Angeles County. Any inspection conducted by the District pursuant to this Section shall in no way be construed as relieving FIRM from its obligation to comply with all Applicable Rules or the obligations set forth in this Agreement.

23. Fingerprinting Requirement.

FIRM will comply with all fingerprinting and criminal background investigation requirements of California Education Code, section 45125.1. Prior to commencing performance of the Work under this Agreement, FIRM shall provide the District with a list of all employees assigned to perform Services and shall ensure all such employees who will interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code, section 44237. If at any time during the term of this Agreement the FIRM is either notified by the U.S. Department of Justice or otherwise becomes aware that any employee of FIRM performing Services under this Agreement has been arrested or convicted of a violent or serious felony listed in California Penal Code § 667.5(c) or California Penal Code § 1192.7(c), FIRM shall immediately notify District and remove said employee from performing Services under this Agreement.

Before performing any Services under this Agreement, FIRM shall review the District's Fingerprinting Notice of Fingerprinting/Criminal Background Check Requirements and execute the required certification, both of which are attached hereto as **Exhibit C**.

24. COVID-19 Compliance.

The FIRM acknowledges that the District's requirements related to COVID-19 vaccinations and testing will change to meet current public health standards and requirements in accordance with guidance from local and state public health authorities. Where a conflict exists between this Agreement and any local or state public health order related to the COVID-19 pandemic, the more restrictive guidance controls.

25. Certificates/Permits/Licenses.

FIRM and all FIRM's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

26. Anti-Discrimination.

District programs, activities, practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics and therefore the FIRM agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy.

27. Required Disclosures.

FIRM shall disclose to the District, in writing, any and all material conflicts of interest and information regarding certain legal events and disciplinary history. Such disclosures shall be delivered to the District prior to FIRM commencing any Services contemplated in this Agreement, and shall be updated by the FIRM promptly and without delay in the event a new conflict of interest or legal or disciplinary matter against the FIRM arises during the term of this Agreement.

28. Notice to Parties.

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States Mail, registered or certified mail, postage prepaid, return receipt required, or sent by an overnight delivery service, or email transmission, addressed as follows:

TO THE FIRM:

[NAME]
[TITLE]
[ADDRESS]
[PHONE]
[EMAIL]

TO THE DISTRICT:

Liz Seymour
Assistant Superintendent, Business Services
Little Lake City School District
10515 Pioneer Blvd.
Santa Fe Springs, CA 90670
Phone/Fax: (562) 868-8241 / (562) 868-2197
Email: lseymour@llcsd.net

Any notice personally given or sent via email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following the date sent. Any notice given by United States mail shall be effective three (3) days after deposit in the United States mail. At the date of this Agreement, the addresses of the parties are set forth

above.

29. Choice of Law and Forum.

This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California, in the County of Los Angeles. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Los Angeles County.

30. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

31. Binding Effect; Assignment.

This Agreement shall be binding upon and inure to the benefit of District and FIRM, their respective successors and permitted assigns; provided however, that neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

32. Entire Agreement.

This instrument, including all attachments hereto, contains the entire agreement between the District and FIRM relating to the rights herein granted and obligations herein assumed and supersedes any prior or contemporaneous understanding or agreement with respect to the Services contemplated. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties. In the event of an express conflict between the terms of this Agreement and the terms of the any attachments or exhibits, the terms of this Agreement will prevail.

33. Amendments.

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes, or revisions are valid or binding on District unless authorized by District in writing.

34. No Rights in Third Parties.

This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

35. Non-Waiver.

The failure of District or FIRM to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

36. Severability.

If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

37. Authority.

Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. In accordance with Education Code section 17604, this Agreement is not valid, binding, or an enforceable obligation against the District until approved or ratified by motion of the Governing Board, duly passed and adopted.

38. Attorneys' Fees/Costs

Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorneys' fees.

39. Captions and Interpretation.

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

40. Counterparts.

This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same binding instrument. A fax copy or copy of the contract with any revisions appropriately initialed may serve as the original contract.

41. Incorporation of Attachments, Recitals and Exhibits.

The Recitals and each attachment and exhibit attached hereto are hereby incorporated herein by reference.

42. Force Majeure Clause.

The Parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

43. Employee Eligibility Verification.

The FIRM warrants that it fully complies with all Federal and State statutes and regulations regarding its employees performing work under this Agreement, including, but not limited to, the citizenship status requirement set forth in Federal statutes and regulations. The FIRM shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The FIRM shall retain all such documentation for all covered employees for the period prescribed by the law. The FIRM shall indemnify, defend with counsel approved in writing by District, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the FIRM or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement .

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

LITTLE LAKE CITY SCHOOL DISTRICT

By: _____ Date: _____
Liz Seymour
Assistant Superintendent, Business Services

FIRM

By: _____ Date: _____
[NAME]
[TITLE]

If the Contractor is a corporation, signature of two specific corporate officers are required as further set forth. The First corporate office signature must be one of the following: 1) Chairman of the Board; 2) the President; 3) Chief Financial Officer; 4) Treasurer.

Alternatively, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company. (California Corporations Code Section 313)

EXHIBIT A
Scope of Services

FIRM shall or may undertake some or all of the following activities for or on behalf of District, as directed by District.

1. Evaluate options and alternatives for effective channels and methods of communication with respect to various District and/or school site issues, projects and causes;
2. Prepare press releases and media advisories for the District's social media platforms, local newspapers and relevant websites, including photographs of District activities;
3. Manage the District's social media presence and image, including monitoring scheduling and posting on to the District's social media accounts (e.g., Facebook, Twitter, Instagram and Snapchat, etc.) about District school sites and District-wide activities;
4. Provide graphic design support and photo editing services;
5. Film and prepare social media videos at District events;
6. Respond to media inquiries regarding District and school site business in accordance with the District's intended messaging;
7. Plan, research, strategize and set goals for branding maintenance and consistency in messaging among the District's various online platforms and profiles;
8. Establish and maintain effective contact with media representatives;
9. Develop and disseminate messaging that aligns with the District's mission, vision and goals in an attractive and compelling manner;
10. Develop creative and appropriate graphic, audio and video content for posting on the District's website, social media platforms and inclusion in the District's electronic communications and print media;
11. Respond promptly to and implement the District's requests for edits, revisions and additions to drafted and/or existing content;
12. Consult and meet with representatives of the District and its agents or consultants with respect to public relations, messaging and communications strategies;
13. At the District's request, attend meetings of the District's Board of Trustees and such other meetings as the District may determine necessary. FIRM may attend such meetings in person or via conference call as mutually agreed between District and FIRM;

14. Develop and implement a crisis communications plan appropriate for the District's goals and needs;
15. Assist in the gathering of information regarding the effectiveness of and responses to the District's marketing and public relations strategy;
16. Analyze and track the District's social media and website metrics;
17. Prepare analytic reports on social media usage;
18. Prepare and disseminate a Community Newsletter, up to 12 times per year;
19. Communicate and provide outreach to the District's community, parents, staff, and other key stakeholders, regarding the District's General Obligation Bond projects;
20. Design community relations communications, including fact sheets, brochures, presentations, and videos.

EXHIBIT B

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.
- For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Name of Contractor

Signature

Title

Print Name

Date

(In accordance with Article 5 - commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this Contract.)

EXHIBIT C

NOTICE OF FINGERPRINTING/CRIMINAL BACKGROUND CHECK REQUIREMENTS

Business entities entering into contracts with the District must comply with Education Code section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such contracting entities with compliance with the law:

1. Contractor shall ensure that each of its employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Ed. Code, §45125.1(a).) Contractor shall do the same for any other employees as directed by the District. (Ed. Code, §45125.1(c).) When Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Ed. Code, §45125.1(a).)
2. Contractor shall not permit an employee to interact with pupils outside of the immediate supervision of a school employee until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Ed. Code, §45125.1(e).)
3. Prior to performing any work or services under an agreement with the District, and prior to being present on District property or being within the vicinity of District pupils, Contractor shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils outside of the immediate supervision of a school employee, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Ed. Code, §45125.1(f).) For this certification, use the form in **Attachment "A"** to this notice.
4. If Contractor is providing the above services in an emergency or exceptional situation, Contractor is not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Ed. Code, §45125.1(b).)
5. If Contractor is an individual operating as a sole proprietor of a business entity, Contractor is considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Ed. Code, §45125.1(h).)

ATTACHMENT A

CERTIFICATION OF LACK OF FELONY CONVICTIONS

Contractor Name: _____

Date of Contract with District: _____

Scope of Contract with District: _____

I, _____, *[insert name]*, am the _____ *[insert "owner" or officer title]* for _____ *[insert name of contractor]* ("Contractor"), which entered a contract on _____, 2022, with the District for _____.

I certify that (1) neither the Contractor, nor any of its employees who are required to submit fingerprints and who may interact with pupils outside of the immediate supervision of a school employee, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Contractor has read the foregoing and is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Name of Contractor

Signature

Title

Print Name

Date