

REQUEST FOR PROPOSALS



***City Website Content Management System Redesign
Project Budget Account: Fund 10-13-395-100***

**CITY OF RED BLUFF
REQUEST FOR PROPOSAL (RFP) – PROFESSIONAL SERVICES:**

***City Website Content Management System Redesign
Project Budget Account: Fund 10-13-395-100***

NOTICE INVITING PROPOSALS – The City of Red Bluff will receive sealed proposal(s) for the above Professional Services Project at the:

City of Red Bluff
RFP 10-13-395-100
Attn: Anita Rice
555 Washington Street,
Red Bluff, CA 96080

The Proposal must be received at the City Hall prior to **4 p.m. on Wednesday, June 2, 2021.**

DESCRIPTION OF THE PROFESSIONAL SERVICES DESIRED

The services desired by the City pursuant to this RFP and provisions related to it are described in the following exhibits, which are incorporated herein by this reference.

- EXHIBIT “A” – DESCRIPTION OF PROJECT
- EXHIBIT “B” – SCOPE OF PROFESSIONAL SERVICES
- EXHIBIT “C” – COMPENSATION
- EXHIBIT “D” – SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROPOSAL AWARD/REJECTION

A Contract award, if a Contract is awarded, will be made to the most responsive professional services provider whose proposal complies with the City's requirements as set forth herein. The City may choose to interview selected proposers. The City reserves the right, in its sole discretion, to reject any bid proposal which fails to meet the City's requirements in any respect, to reject all bid proposal(s) for any reasons whatsoever and to waive minor irregularities in any bid proposal.

PROPOSAL REQUIREMENTS

All proposals shall be in compliance with the following requirements. Failure to comply with the requirements shall be grounds for the rejection of a proposal.

1. The proposal shall be submitted in writing and signed by an authorized individual of the professional services provider.
2. The cost for the required Consulting Services shall accompany the proposal. The cost proposal shall include a supported breakdown of all included costs. Also included should be a copy of the consultant's hourly rates to be used for determining compensation.
3. Receipt and agreement with all exhibits incorporated in the RFP documents shall be acknowledged.

The City will accept questions and/or comments in writing. For questions regarding this RFP, submit all inquiries via e-mail to: arice@cityofredbluff.org or sryan@cityofredbluff.org no later than **Friday, May 28, 2021 at 4:00 p.m.** Responses to the questions will be available upon request.

PROPOSAL SUBMITTAL REQUIREMENTS

1. The bid proposal must be submitted in a sealed envelope, plainly marked on its outside with the ***RFP #10-13-395-100***.
2. Proposals (3 copies) must be received by the date and time required. ***Postmarks will not be accepted.*** Consultants may submit their proposal any time prior to the deadline stated above.
3. Format – Proposals shall be 8 ½ by 11 inch and organized in sections following the order specified under contents.
4. Contents – Proposals shall contain the following information:
 - a. **Introductory Letter** – The introductory letter shall be addressed to:

Sandy Ryan, Finance Director
City of Red Bluff
555 Washington Street
Red Bluff, CA 96080

This letter shall include the Consultant's contact name, mailing address, telephone number, fax number and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included.

The letter shall be signed by the individual authorized to bind the Consultant to the proposal.

b. **Consultant Information, Qualifications & Experience** – The City will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years.

c. **Organization and Approach** – Describe the organization and roles of the proposed team. Indicate the composition of the team including the number of project staff, facilities available and experience of the team as it relates to this project. Describe the management approach and provide a detailed description of how the team and the scope of work will be managed.

d. **Scope of Work** – Include a detailed Scope of Work describing all services to be provided deliverables, equipment and requested information as requested in Exhibit A: Project Description.

e. **Schedule of Work** – Provide a schedule of all phases of the project, including time for review and approvals.

f. **Cost Estimate and Rates** – The proposal shall include an estimated price for each service of the proposal, website set up, complete annual hosting fees, and include hourly rates for all project staff including sub-consultants.

BUSINESS LICENSE REQUIREMENT –The Professional Services Provider, and any subcontractor(s), shall obtain a valid, current City of Red Bluff Business License on or before their commencement of work on any project within the City of Red Bluff.

EVALUATION CRITERIA – The following evaluation criteria and rating schedule will be used to determine the most highly qualified Consultant.

1. Understanding (30 Points)

- a. Ability, capacity, and skill to perform the services required
- b. Adherence to the instructions within the RFP
- c. Overall quality and thoughtfulness of the Proposal

2. Experience with Similar Kinds of Work (20 Points)

- a. Experience providing examples (websites) of projects of similar size and scope
- b. The quality of performance of prior public and private contracts or services
- c. The previous and existing compliance by the vendor with laws relating to government websites

3. **Technical Qualifications (20 Points)**
 - a. Ability to provide content management system that meets the requirements of the City.
4. **Ability to Manage Projects (10 Points)**
 - a. Ability to coordinate and lead a team
 - b. Ability to provide project deliverables as proposed in the project timeline
 - c. Availability of staff to commit to the Project and to attend meetings/site visits
5. **Quality of Staff for Work to be Done (10 Points)**
 - a. Experience and expertise of the key personnel proposed to work on the project
 - b. Depth of the staff that will perform the work on this project
6. **Cost Estimate (10 Points)**
 - a. Overall cost of project to the City

SELECTION PROCESS

By using local funding for the services listed within this RFP, it is the City's intent to select the firm with the best overall proposal, including price. This determination will be made by the City in its sole discretion. Consultants will be evaluated and selected in accordance with the evaluation criteria above.

The City reserves the right to select the Consultant based solely upon a review of the Consultant submittals and a determination of the desired pertinent qualifications. The selection is legally authorized within the Red Bluff City Code Section 2.65 (E), which is consistent with the Government Code 4526.

Notification of acceptance or rejection by the City will be made to all Consultants.

INSURANCE REQUIRED

The consultant may be required to furnish to the City evidence of insurance coverage including Professional Liability, Comprehensive General Liability, Automobile Liability, and Workers Compensation, as appropriate. If required, the form of the insurance policy will be subject to approval by the City and the City shall be furnished a copy of the policy AND an endorsement showing that "City, its officers, employees, and agents are named as additional insured," prior to Consultant commencing duties under this Agreement. If required, said policy of liability insurance shall state that "coverage there under as applied to City, its officers, employees, and agents shall be primary and non-contributing as to any other insurance and self-insurance as may be maintained by the City." The policy shall contain severability of interest working, specifying that the coverage afforded by the policy applies separately to each insured there under. The policy shall be endorsed to expressly provide City with 30 calendar days advance written notice of cancellation, non-renewal, or material change in coverage.

BACKGROUND CHECKS REQUIRED

The Consultant project staff must complete and pass a personal background check before performing duties for the City of Red Bluff. The personal background checks must be reviewed and approved by the City of Red Bluff and the Red Bluff Police Department.

OTHER CONSIDERATIONS

The City of Red Bluff reserves the right to waive informalities and to reject all proposals. This Request for Proposals does not commit the City to award a contract, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services.

The City of Red Bluff reserves the right to negotiate with any qualified source or cancel in part of or in its entirety, this Request for Proposals if it is in the best interest of the City to do so. The City may require the selected consultant to participate in negotiations, and submit such cost updates, technical or other information which may result from these negotiations.

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EXHIBIT "A"

DESCRIPTION OF PROJECT

The primary goal of this project is to replace the current website with a new and improved website using an updated content management system (CMS) as well as including complete migration of data from current/existing website. The new website will be easier for users to navigate, easily updated by staff, and provide a wide variety of services to the citizens of the City of Red Bluff. All departments will be in the same area including:

<http://www.cityofredbluff.org/>

<http://www.rbpd.org/>

<http://www.rbfd.org/>

<http://www.redbluffrecreation.org/>

The Vendor will provide the City with an information ready, turn-key website that City staff can immediately begin to update/add information into.

The services described herein are considered "public works" as defined by California Labor Code Section 1720 et seq. Depending on the scope of service, prevailing wage rates may apply.

Any Consultant awarded an agreement as the result of this RFP **shall be responsible** for compliance with all applicable prevailing wage laws for services under the Consultant's contract.

California State Prevailing Wage information is available through the California Department of Industrial Relations (DIR) websites below.

* Prevailing Wage FAQ website: www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html

* Prevailing Wage Determination website: www.dir.ca.gov/oprl/DPreWageDetermination.htm

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EXHIBIT "B"

SCOPE OF PROFESSIONAL SERVICES

The City of Red Bluff is requesting proposals for a website redesign and hosting for all departments with technology that will support online services (fillable forms, submittable forms, uploading pictures and graphics, etc.). Vendor shall improve tools that support updating the website CMS, provide autonomy to change graphics, improve ease of navigation, and ensure compliance with changing laws that pertain to government websites (e.g., ADA and agenda accessibility).

The successful RFP will include the following (but not limited to) services:

Redesign/convert existing website with a widely used and supported CMS that is easily updated by City Staff and easily navigated by users.

Complete content migration to new website from the existing/current website.

Provide the ability to add documents, update calendars, add announcements, place request for proposals or bids, change photos and graphics.

Address any URL name changes and/or URL naming conventions.

Display correctly in the latest versions of all major internet browsers and mobile platforms including IOS and Android.

Ensure compliance with the standards set forth in Section 508 of the American with Disabilities Act and agendas accessible with "one click" (GC 54954.2).

Provide for full integration with existing and future e-government applications (e.g., GIS).

Provide a fully hosted and secured solution.

Provide on-going CMS software technical support/customer service.

Include detailed documentation/user manual to key staff and provide full/complete and ongoing training on the use of the CMS for site administrators and content contributors.

Provide an overall project plan and consult with City staff each week to determine the website implementation is meeting City requirements

City Website Content Management System Redesign

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EXHIBIT “C”

COMPENSATION

Compensation for the proposed work shall be as follows:

The City will pay CONSULTANT 50% deposit to start and the remaining 50% on a successful launch date.

- a. CONSULTANT shall submit a request for payment (invoice) which details work completed, number of hours billed, hourly rates and materials used if any.
- b. The City will expeditiously process the request for payment to ensure the consistency of services. Each such invoice shall be forwarded to City to reach it on or before the fifteenth (15th) day of the month next following the month or months, or other applicable period, for which the services invoiced were provided. All such invoices shall be in full accord with all applicable provisions of this Agreement. City will make payment on each such invoice within thirty (30) days of receipt of it, provided however that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

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EXHIBIT “D”

SAMPLE PROFESSIONAL SERVICES AGREEMENT

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CITY OF RED BLUFF - PROFESSIONAL SERVICES AGREEMENT

Consultant

Project Title

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the City of Red Bluff, California, a municipal corporation, hereinafter referred to as "City," and _____, hereinafter referred to as "Consultant."

WITNESSETH:

SECTION 1 - ORGANIZATION AND CONTENTS.

This Agreement is divided into the following Sections:

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SECTION 2 - DESCRIPTION OF PROJECT

City desires to undertake that certain project, hereinafter referred to as "project" described in **EXHIBIT "A"** entitled "**DESCRIPTION OF PROJECT**" and to engage Consultant to provide the required professional services relating to it.

SECTION 3 - SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE

Consultant shall perform those basic services in connection with the project as are set forth more particularly in **EXHIBIT "B"** entitled "**SCOPE OF CONSULTANT SERVICES - BASIC; COMPLETION SCHEDULE**" and shall complete said services in accordance with the completion schedule for them incorporated in said Exhibit.

SECTION 4 - SCOPE OF SERVICES - ADDITIONAL; COMPLETION SCHEDULE

It is understood by City and Consultant that it may be necessary, in connection with the project, for Consultant to perform or secure the performance of services other than those set forth in **EXHIBIT "B"**. In each such instance, Consultant shall advise City, in advance and in writing, of the need for such additional services, their cost and the estimated time required to perform them (if appropriate). Consultant shall not proceed to perform any such required additional service until City has determined that such service is beyond the scope of the basic services to be provided, is required, and has given its written authorization to perform or obtain it. Each additional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Additional Consultant Service No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be **INCORPORATED INTO EXHIBIT "B"** accordingly.

SECTION 5 - COMPENSATION; RETENTIONS

Consultant shall be compensated for services rendered to City pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in **EXHIBIT "C"** entitled "**COMPENSATION.**" Amounts due to Consultant from City for services rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City to reach it on or before the fifteenth (15th) day of the month next following the month or months, or other applicable period, for which the services invoiced were provided. All such invoices shall be in full accord with all applicable provisions of this Agreement. City will make payment on each such invoice within thirty (30) days of receipt of it, provided however that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

SECTION 6 - RESPONSIBILITY OF CONSULTANT

By executing this Agreement, Consultant warrants to City he/she/it possesses, or will arrange to secure from others, the necessary professional capabilities, experience, resources, and facilities necessary to provide to City the services contemplated under this Agreement. Consultant further warrants that he/she/it will follow the best current, generally accepted professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project for which services are rendered under this Agreement.

SECTION 7 - RESPONSIBILITY OF CITY

To the extent appropriate to the project contemplated by this Agreement, City shall:

7.1 Assist Consultant by placing at his/her/its disposal all available information pertinent to the project, including previous reports and any other data relative to implementation of the program.

7.2 Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform his/her/its services.

7.3 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the work by Consultant.

7.4 Designate in writing a person to act as City's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services.

7.5 Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in the program.

7.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the program.

SECTION 8 – INDEMNIFICATION

Consultant shall hold City, its officers, boards and commissions, and members thereof, its employees and agents harmless of and free from all liability arising out of this Agreement or Consultant's performance of the services provided for by this Agreement. Should City or any of its officers, boards and commissions and members thereof, its employees or agents be named in any suit, or should any claim be made against it or any of them by suit or otherwise arising out of this Agreement or Consultant's performance of the services provided for by this Agreement, Consultant shall defend said City and such officers, boards and commissions and members thereof, its employees and agents and shall indemnify them for any judgment rendered against them or by any sums paid out in settlement or otherwise.

SECTION 9 - INSURANCE

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the work to be performed and/or services to be rendered by Consultant pursuant to this agreement shall be as set forth in EXHIBIT "D", entitled SPECIAL PROVISIONS.

SECTION 10 - GENERAL PROVISIONS

10.1 Access to Records

Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for City under this Agreement on file for at least three (3) years following the date of termination of the Agreement or three (3) years from the conclusion or resolution of all audits or litigation relevant to the agreement or the state grant contract and any amendments, whichever is later. Any duly authorized representative(s) of City, state or federal government, Bureau of State Audits, the Department of Housing and Community Development and/or their representatives, upon reasonable notice, shall have access to any or all books, records, accounts, documentation, and all other materials relevant to the agreement for the purpose of inspection, auditing, monitoring, copying, or otherwise examining said materials at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection.

10.2 Assignment

This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Consultant without the prior written consent of the other.

10.3 Changes to Scope of Work - Basic Services

City may at any time and, upon a minimum of ten (10) days' written notice, modify the scope of basic services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

10.4 Compliance with Laws, Rules, Regulations

All services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State or City statutes, and any rules or regulations promulgated thereunder.

Prevailing Wage - Prevailing (State-per Section 1771, 1775,1777.5, 1813 & 1815 et seq. Labor Code) (Federal) wages are required to be paid to members of each craft or classification performing work on this project. A copy of the current (State) (Federal) Prevailing Wage Determination for this project is on file in the Office of the City Clerk, **555 Washington Street Red Bluff, CA 96080; Telephone: (530) 527-2605; Fax: (530) 529-6878.**

- **January 1, 2015:** The call for bids and contract documents must include the following information:
 - No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 - No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 - This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.¹

10.5 Conflict of Interest Code Applicability

If City's City Manager has determined that one or several of Consultant's Principal(s) or Project Manager(s) are subject to the provisions of the Red Bluff Conflict of Interest Code, then each such person will be required to comply with the provisions of said Code in connection with the services they render to the City under this Agreement.

10.6 Exhibits Incorporated

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

10.7 Independent Contractor

City and Consultant agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Consultant shall be solely responsible for the conduct and control of the work performed under this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

10.8 Integration; Amendment

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

¹ Public Works Reforms (SB854), Dept. Public Works. State of California Department of Industrial Relations.
Web. 16 Oct. 2015.

10.9 Jurisdiction

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

10.10 Notice to Proceed; Progress; Completion

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the work. Such notice may authorize Consultant to render all the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the work authorized and complete it within the agreed upon timeframe.

10.11 Ownership of Documents

Title to all documents, drawings, specifications, and the like with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared.

10.12 Subcontracts

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this Agreement. Consultant shall be responsible to City for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

10.13 Term; Termination

The term of this Agreement shall commence upon City's issuance to Consultant of a notice to proceed for all or a portion of the work, as hereinabove provided, and shall end upon City's acceptance and payment for all or such portion of the work as was authorized by such notice, including all retentions. Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least ten (10) days prior written notice of such termination to Consultant. In this latter event, Consultant shall be entitled to compensation for all service rendered and work performed for City to the date of such termination

10.14 Notices

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- a. To City: Richard Crabtree
City Manager
City of Red Bluff
555 Washington Street
Red Bluff, CA 96080

- b. To Consultant:

Nothing hereinabove shall prevent either City or Consultant from personally delivering any such notices to the other.

SECTION 11 SPECIAL PROVISIONS

This Agreement shall include all special provisions, if any, as are set forth on **EXHIBIT "D"** entitled **"SPECIAL PROVISIONS."**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

CITY OF RED BLUFF

CONSULTANT

By: _____
(Signature)

Consulting firm
(Type of Organization)

(Printed Name)

By: _____

(Title)

APPROVED AS TO FORM:

(Printed Name)

Richard Crabtree, City Attorney

(Title)