



**CITY OF LAKEPORT**

**REQUEST FOR PROPOSALS**

**Communication, Social Media Services  
Related to Employee Culture and Recruitment**

**Proposals Due:**

~~**March 8, 2024**~~

**Extended to March 27, 2024**

**RFP Administrator:**

Kelly Buendia

Administrative Services Director

[kbuendia@cityoflakeport.com](mailto:kbuendia@cityoflakeport.com)

**RFP Issued:**

February 5, 2024

Dear Proposers:

The City of Lakeport (hereinafter referred to as the “City”) is requesting proposals from professional companies with experience in providing municipal **communications and social media services related to employee culture and recruitment**.

The proposals will be reviewed and ranked according, but are not limited to, understanding and knowledge of the requirements as set forth in this RFP, reliability, cost, references of comparable services, resumes/references of personnel assigned, and if any, distinguishing features, skills and/or services proposed.

For the purposes of this RFP, the words “Proposer”, “Bidder”, “Contractor”, “Consultant”, and “Vendor” shall be used interchangeably and read to be the same. Failure to submit all the mandatory components of this RFP may result in the determination that the Proposal is not eligible for further consideration. As such, each Proposer is directed to carefully review the proposed Agreement (Attachment A) and the insurance and indemnification provisions therein.

### **I. Scope of Required Services**

The City is seeking a communications and social media services provider (“Consultant”) to augment the work of City Staff through a three-year Professional Services Contract with the option to extend two additional years. The ideal Consultant will have a broad understanding of local government services and communication tools as well as an understanding of the City of Lakeport. A core value of the City is transparency, public engagement and community education. To better achieve these goals, the City is seeking a Consultant that can provide the following services:

1. Assist in the development of Employer Mission and Vision Statements based upon outcomes of the 2023 Management Offsite meeting. (Attachment B)
2. Create a Style Guide including:
  - Define proper use of the City’s Logo;
  - Define key official colors for City materials;
  - Define key font preferences for City materials;
  - Demonstrate use of the logo on newly laid out letterhead, staff memo, staff report, email signature lines, name tags one polo shirt, one mug;
  - Provide one hour, Zoom-delivered training session on the style guide and record the session to retain as a training resource for the City.
  - Provide best practices on website design and structure.
3. Graphic Design and Website Support
  - Revamp brochure explaining what it is like to work for the City and live in Lakeport. (Attachment C)
  - Provide design files for a template of a recruiting brochure.
  - Provide Canva social media templates to use for promoting open positions, celebrating new employee hires and recognizing employee anniversaries.
  - Redesign City recruitment webpage including a general page and a police recruitment page.

- Provide LinkedIn branding and agency page configuration.
- 4. Videography/Photography/Drone Support for the development of recruitment videos and other employee features highlighting accomplishments and culture. Focus should be on principal footage. Supplemental and b-roll footage to be provided by City.
- 5. Develop a 12-month calendar for employer communications.
- 6. Hourly rate for on-call services for the City Manager and other designated staff to answer questions, develop strategies, projects or otherwise aid in efforts for additional projects.

Please provide pricing and work plan for each component (numbers 1 through six) of the above scope of services.

**II. RFP Schedule**

The following is a tentative schedule of this entire RFP process.

TENTATIVE SCHEDULE	
RFP Published:	February 5, 2024
Questions from Proposers Due:	February 26, 2024
Proposals Due:	March 8, 2024 5:00 PM
Anticipated Contract Award:	April 2, 2024
Anticipated Start Date:	May 1, 2024

**Submittal Information**

**Proposals are due on March 8, 2024 prior to 5:00 P.M. local time.** It is the sole responsibility of the Proposer to ensure their RFP is submitted to the City of Lakeport and Kelly Buendia before the stated deadline. The City shall not be held liable for complications arising due to connectivity or network issues.

**RFP Administrator:** Kelly Buendia, Administrative Services Director  
Email: kbuendia@cityoflakeport.com

The successful Proposer and all employees or agents shall secure and maintain in force such licenses and permits, as are required by law, including a City of City Lakeport business license.

**III. Execution of a Contract and Proposer Responsibilities**

The **Professional Services Agreement** in the form set forth in Attachment A, attached hereto, shall be executed by the successful Proposer, returned to the City for execution, and shall be accompanied by evidence of insurance as required, all within ten (10) calendar days after the

Proposer has received notice of award of contract. No proposal shall be considered binding upon the City until it has been executed by the City. The failure of the successful Proposer to execute the contract and to submit evidence of insurance as, and within the time, required shall be cause for the annulment of the award.

### **Fees for Services**

All fees for services are to remain firm for the length of the contract. Increases in fees, if any are proposed, after the initial first year term must be clearly stipulated on the Cost Proposal page submitted with the proposal.

### **Identifying Proprietary Information; Public Records Act**

A Proposer must identify, and list all copyrighted material, trade secrets, or other proprietary information (“protectable documents”) that the Proposer included in its Proposal which the Proposer believes should be exempt from disclosure under California’s Public Records Act, Government Code Section 6250, et seq.

By listing the documents, the Proposer agrees to indemnify, defend, and hold harmless the City, its officers, agents, employees, and representatives from and against any action, claim, lawsuit, or proceeding, including costs and expenses, arising out of or connected with the City’s refusal to disclose the protectable documents to any party making a request for those items.

The City will treat any Proposer, who fails to identify documents that the Proposer believes should be exempt from disclosure, as having waived its right to an exemption from disclosure, as the Public Records Act provides.

### **Cost for Preparing Qualifications**

Costs for developing the qualifications in response to this RFP are the sole responsibility and obligation of the Proposer and shall not be chargeable in any manner to the City.

## **IV. Proposal Guidelines**

Proposals should be prepared simply and economically, providing a straightforward and concise explanation of the capabilities of the Proposer to satisfy the requirements of this RFP. Emphasis in the submission of the Proposals should be placed on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer.

1. Introduction of respondent, summarizing the consultant, firm, or partnership’s background, resources, and relevant experience.
2. Examples of past projects, preferably of a similar size and scope.
3. References from at least three (3) past projects, preferably matching those projects used as examples in #2 above.
4. Proposed budget for the projects; budget shall include a suggested work plan and a breakdown of fees for professional services, hours, and administrative services.
5. A concise but detailed narrative indicated the proposed approach to providing the required services, including a description of the types and quantities of services which will be



provided.

6. Not more than five (5) samples of work completed by the consultant, firm, or partnership, including printed public information materials and related work plan(s) for typical project(s).
7. A list of personnel on the project team and any possible sub-consultants and sub-contractors, their professional experience, and their roles.
8. Identify the Project Leader as the main point of contact including name, title, phone, and email address.
9. The proposal must be submitted as an electronic copy by email to Kelly Buendia, [kbuendia@cityoflakeport.com](mailto:kbuendia@cityoflakeport.com); each page shall be numbered and have the name of the respondent (consultant, firm, or partnership) on it.
10. Consultants and/or sub-consultants who have experience working with small rural cities may be given preference.

## **V. Selection Process**

Proposals received shall be judged by the City on the following selection criteria:

1. Expertise and overall experience of personnel assigned to the work.
2. Respondent's demonstrated experience with similar projects.
3. Experience working in cities of similar size and suburban context.
4. Proposed price of the entire project.
5. Previous project references .

## **VI. Contract Award**

Award of the contract resulting from this RFP will be based upon the most responsive respondent whose offer will be the most advantageous to the City in terms of cost, functionality, experience, quality of past work, and other factors as specified elsewhere in this RFP.

The City reserves the right to:

1. Consider proposals based on their relative merit, risk, and value to the City.
2. Negotiate with all respondents.
3. Reject any or all offers and discontinue this RFP process without obligation or liability to any respondent, when it is in the City's best interest.
4. Accept other than the lowest priced submission.

Proposals will be evaluated upon the respondent's responsiveness to the RFP and the total price quoted for all items covered by the RFP. The successful respondent may be asked to participate in negotiations and may be asked to revise their proposal based on such negotiations. In submitting a proposal, each respondent acknowledges that they have read and understand these requirements. Competitive proposals will be considered and will result in a fixed price contract.

The City reserves the right to accept or reject any and all proposals, and to waive any minor discrepancies or technicalities in the proposal or specifications, which are required to complete this project, or when deemed to be in the best interest of the City.

## EXHIBIT A

### PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of Lakeport / *[Company or Individual]*)

#### 1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into as of the last date indicated below by and between the City of Lakeport, a California municipal corporation (“City”), and *[enter consultant’s (company’s) name]*, a *[insert consultant’s state of incorporation]* *[insert consultant’s legal status e.g., individual, partnership, corporation, nonprofit public benefit corporation, limited liability company, etc.]* (“Consultant”) (collectively, “parties”).

#### 2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: *[insert description of consultant’s services]*.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3 Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 et seq.), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

#### 3. DEFINITIONS

- 3.1 “Agreement Administrator” means *[enter name of City’s contact for purposes of Agreement]*. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.

- 3.2 “Approved Fee Schedule” means such compensation rates as are set forth in Consultant’s *[insert date fee schedule submitted to City]* fee schedule to City attached hereto as “Exhibit B” and fully incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.3 “Commencement Date” means *[enter commencement date]*.
- 3.4 “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is *[enter amount]* Dollars (\$ *[enter amount]*).
- 3.5 “Scope of Services” means such professional services as are set forth in Consultant’s *[insert consultant’s proposal date]* proposal to City attached hereto as “Exhibit A” and fully incorporated herein by this reference.
- 3.6 “Termination Date” means *[enter termination date]*.

#### 4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended in writing by mutual agreement of the parties or terminated earlier in accordance with Section 18 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

#### 5. CONSULTANT’S SERVICES

- 5.1 **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2 **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3 **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding,

when the remaining work on such assignments would exceed the Maximum Amount.

- 5.4 Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5 Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6 Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7 Campaign Contributions.** This Agreement is subject to Government Code Section 84308, as amended by SB 1439. That statute requires Consultant to disclose any campaign contribution by the Consultant or the Consultant's agent to City Councilmembers or other City officials of more than two-hundred and fifty dollars (\$250) in the aggregate within the preceding twelve (12) months. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form, Exhibit C, with Consultant's execution of this Agreement.
- 5.8 City Retains Responsibility for Contracting.** Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.
- 5.9 Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All

such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. [Name of Project Manager] shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

- 5.10 Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.11 Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.12 Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.13 Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.
- 5.14 Skilled and Trained Workforce Requirement.** When the use of a skilled and trained workforce is required to complete a contract pursuant to existing law, this contract is subject to such requirement and Consultant agrees to use a skilled and trained workforce.

## 6. SUBCONTRACTING

- 6.1 General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2 Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3 Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4 Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

## 7. COMPENSATION

- 7.1 General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2 Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3 Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

- 7.4 Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5 Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6 City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7 Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

## **8. PREVAILING WAGES**

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. This Agreement is subject to Prevailing Wage Laws, for all work performed under this Agreement for which the payment of prevailing wage is required by those laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

## **9. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

## **10. RELATIONSHIP OF PARTIES**

- 10.1 General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2 No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of

Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

- 10.3 Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

## 11. INDEMNIFICATION

- 11.1 Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise. Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4 Attorneys' Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.



- 11.6 Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 11.8 Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 11.9 Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## **12. INSURANCE**

- 12.1 Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2 Documentation of Insurance.** City will not execute this Agreement until it has received a complete set of all required documentation of insurance coverage.

However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: *[insert project name]*
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

**12.3 Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence, \$2,000,000 aggregate
- General Liability:
  - General Aggregate: \$2,000,000
  - Products Comp/Op Aggregate \$2,000,000
  - Personal & Advertising Injury \$1,000,000
  - Each Occurrence \$1,000,000
  - Fire Damage (any one fire) \$ 50,000
  - Medical Expense (any 1 person) \$ 5,000
- Workers' Compensation:
  - Workers' Compensation Statutory Limits
  - EL Each Accident \$1,000,000
  - EL Disease - Policy Limit \$1,000,000
  - EL Disease - Each Employee \$1,000,000
- Automobile Liability
  - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

**12.4 General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard

Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

- 12.5 Worker’s Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers’ Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6 Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7 Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8 Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 12.9 Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of Lakeport must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the

Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

- 12.10 Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11 Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Lakeport, Attn: City Clerk, 225 Park St., Lakeport, CA 95453.
- 12.12 Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13 Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14 Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15 Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement. City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and

deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

**12.16 Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or early termination of this Agreement.

### 13. MUTUAL COOPERATION

**13.1 City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

**13.2 Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

### 14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

[Name]  
City of Lakeport  
[Department/Division]  
225 Park Street  
Lakeport, CA 95453  
Telephone: (707) 263-5615  
Facsimile: (707) 263-8584  
E-mail:

If to Consultant:

[Name]  
[Company]  
[Address]  
[Address]  
Telephone:  
Facsimile:  
E-mail:

With courtesy copy to:

David J. Ruderman, Lakeport City Attorney  
Colantuono, Highsmith & Whatley, PC  
420 Sierra College Drive, Suite 140  
Grass Valley, California 95945-5091  
Telephone: (530) 432-7357

Facsimile: (530) 432-7356  
E-mail: druderman@chwlaw.us

## 15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.13 (Records), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), paragraph 12.13 (Waiver of Subrogation), Section 13.2 (Consultant Cooperation in Defense of Claims), Section 15 (Surviving Covenants), Section 17 (Interpretation of Agreement), and Section 18 (General Provisions) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

## 16. TERMINATION

**16.1 City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

**16.2 Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement by the City upon 30 days' notice.

**16.3 Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

**16.4 Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

## 17. INTERPRETATION OF AGREEMENT

**17.1 Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

**17.2 Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the exhibits of this Agreement, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the

transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.

- 17.3 Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4 Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5 Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6 No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this Agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.
- 18. GENERAL PROVISIONS**
- Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2 Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting

from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 18.3 Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4 Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5 No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6 Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7 Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, sexual orientation, or any other unlawful basis. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8 Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.



- 18.9 Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10 Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11 Attorneys’ Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys’ fees and costs expended in the action.
- 18.12 Venue.** The venue for any litigation shall be Lake County, California and Consultant hereby consents to sole jurisdiction in Lake County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.13 Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.
- 18.14 Recitals.** The Recitals are incorporated by this reference.

*[Signature page follows]*

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

**“City”**

City of Lakeport

**“Consultant”**

*[Name of Company or Individual]*

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
Kelly Buendia, City Clerk

Printed: \_\_\_\_\_

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
David J. Ruderman, City Attorney

Date: \_\_\_\_\_

**“EXHIBIT A”  
SCOPE OF WORK**

**“EXHIBIT B”  
APPROVED FEE SCHEDULE**

“EXHIBIT” C  
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

## CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

**Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.**

No City Councilmember or other City official shall accept, solicit, or direct a campaign contribution of more than \$250 from any party<sup>1</sup> or agent<sup>2</sup> for 12 months after the City approves a contract. This prohibition commences when an application is filed, or a proceeding is otherwise initiated.

A party to a City proceeding shall disclose on the record of the proceeding any campaign contribution of more than \$250 by a party or agent to any City Councilmember or other City official during the preceding 12 months. No party to a City proceeding, or agent, shall make a campaign contribution to a City Councilmember or other City official during a proceeding and for 12 months after the City approves a contract.

A City Councilmember or other City official who received a campaign contribution of more than \$250 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall abstain from participating in the proceeding. However, if he or she returns the portion of a campaign contribution in excess of \$250 within 30 days of knowing about the contribution and the relevant proceeding, he or she may participate in the proceeding.

<sup>1</sup> "Party" is defined as any person who files an application for, or is the subject of, a proceeding.

<sup>2</sup> "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether you or your agent made a campaign contribution of more than \$250 to a City Councilmember or other City official within the preceding 12 months, you must aggregate all such contributions.

Names of current City Councilmembers and other City officials are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

**(a) Document:**

- License
- Lease
- Permit
- Franchise
- Other Contract
- Other Entitlement

**Name and address of any party, or agent, who has contributed more than \$250 to any City Councilmember or other City official within the preceding 12 months:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**(b) Date and amount of contribution:**

Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

**(c) Name of City Councilmember or other City official to whom contribution was made:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**(d)  Check here if no contributions have been made to any Councilmember or other City official in the preceding 12 months.**

**(e) I certify that the above information is provided to the best of my knowledge.**

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_ Phone \_\_\_\_\_



# Culture, Recruitment & Communications Report

May 2023

Submitted by  
Ryder Todd Smith, President  
Kylie Sun, Business Analyst



## Table of Contents

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## Exhibits (Attached Separately)

EXHIBIT A: MEETING NOTES

EXHIBIT B: SURVEY RESULTS

EXHIBIT C: MEETING POWERPOINT



## Executive Summary

On March 30, 2023, Tripepi Smith President Ryder Todd Smith and Business Analyst Kylie Sun met with City of Lakeport staff to discuss recruitment challenges and identify strategies to attract and retain new talent. This report summarizes the conversation and outlines recommendations to engage new talent and increase retention.

### Summarized Recommendations

- 1 – Define & Celebrate Culture
- 2 – Celebrate Employees
- 3 – Improve Key Recruiting Assets
- 4 – Leverage LinkedIn
- 5 – Remember Content x Distribution = Impact

### Recruiting Challenges

The City of Lakeport is having a difficult time recruiting talent to join its team. This was most evident with recent recruitments for Parks and Recreation staff, a Community Development Director and police officers. The City is not unique among cities in having recruiting challenges, but that does not mean the City is prepared to do nothing to solve the problem.

Recruiting challenges in the City can be broken down into two types: ones the City can control and ones the City cannot control. Here are the challenges the City CAN'T control:

- The City of Lakeport is rural and isolated. The labor pool is not deep given the low population and getting people to make the move is hard.
- Labor markets are tight. There is a dearth of workers within the prime working age cohort. Some individuals are choosing not to seek employment because of access to transfer payments and savings from COVID-19 relief.
- The policing profession is generally under attack, so fewer people are attracted to the profession, especially in California.
- Culture shifts are changing labor's perception of City work.
- The retirements package is not a top-tier package compared to some agencies.
- Some "drivable" agencies in the area offer higher compensation.
- There are limited housing options. The cost of housing in Lakeport is higher than many potential employees can afford, and there are few rental options available. The area often costs more to build a house than what it can be sold for, leading to a decrease in housing stock. While housing might be cheaper in Lakeport area than other areas, relative to wages, the housing is not affordable.

While the City can't solve these challenges, there are a number of challenges we CAN control with the right steps forward:

- City staff can control the way they talk about Lakeport to the labor market, via social media and face-to-face at conferences.

- The City can implement an attractive recruiting program, offering incentives for referrals.
- The City can provide competitive salaries and attractive benefits packages relative to other agencies.
- City staff can actively promote available job openings and ensure their networks are aware of the opportunities.
- The City can expand its recruitment collateral, messages, reach, advertising and avenues for posting about the culture, opportunities and advantages of working in Lakeport.
- The City is a little unknown and can be confused with the County at times, making visibility and awareness a challenge.

## **Competitive Advantages**

While it is important to address the disadvantages, it is equally important to identify competitive advantages that come with working for the City of Lakeport.

- The City is staffed with great people who enjoy the work they do.
- Communication is prompt and direct among staff and does not get mired down in bureaucracy.
- There are opportunities for growth and advancement.
- There are opportunities for cross-departmental collaboration.
- The small town nature of the City makes the commute for most employee pretty darn easy and crossing town to get onsite for issues is speedy and simple.

## Culture

Culture is the set of shared values, beliefs, attitudes and behaviors that characterize a group or an organization. It is the way things are done in a particular environment, and it shapes the way people interact with each other. Culture is the management that happens when management is not around. A strong culture retains, grows and attracts the right talent.

Culture influences behavior in several ways:

- It sets expectations for how employees should behave. If an organization has a culture of collaboration, employees are more likely to work together to solve problems.
- Culture shapes the attitudes and beliefs of employees. If an organization has a culture of innovation, employees are more likely to embrace new ideas and take risks.
- Culture affects the way employees communicate with each other. If an organization has a culture of transparency, employees are more likely to share information openly and honestly.

While culture is powerful, it is not entirely self-sustaining. Leadership plays a crucial role in creating and maintaining culture. Leaders set the tone for the organization, and their behavior sets the example for others to follow. If leaders prioritize collaboration, innovation and transparency, employees are more likely to do the same. If leaders behave in a way that is inconsistent with the culture they are trying to create, employees will notice and may become cynical, disengaged or begin advancing the culture in a direction that is inconsistent with management's goals.

Being deliberate about the organization's culture, talking about, including it in recruiting materials and the recruiting process can help shape, affirm and improve the culture with each new hire and in your daily management practices.

### Lakeport Culture Traits

Senior city staff were surveyed as part of the engagement with Tripepi Smith to learn about their viewpoints on the cultural traits of the organization. The following were their summary points about the City's culture:

- City Staff have a positive, hard-working, and fun personality.
- The team is focused on collaboration and solving problems.
- The small organization leaves no room for department silos, everyone collaborates.
- The City invests in its people to grow their skills.
- The City's leadership team is accessible and approachable.
- The environment is laidback but busy.
- The organization is described as connected, flexible, inclusive.

Full responses can be viewed in Exhibit B.

## Recommendations for Recruitment

Based on our conversations with City staff, Tripepi Smith has compiled the following recommendations to improve recruitment and retention efforts:

## 1 – Define & Celebrate Culture

The first step is to define the City's culture. It should be outlined in writing and endorsed by all employees. Once defined, the following steps should be taken to grow and maintain culture:

- Create, speak and repeat your cultural sayings.
- Cultural cohesion is linked to a feeling of safety – leaders need to show they are fallible and welcome team assistance to support their efforts.
- Wear your culture – shirts, coats and uniforms are all part of building culture in both the physical and the ephemeral.
- Recruit "Culture Warriors" to help spread and affirm the culture within the organization.

## 2 – Celebrate Employees

Employee appreciation efforts are key for employee retention; they highlight leadership's appreciation for employees and even more important what about employees they appreciate. Celebrating staff also shows the community that the City values their staff. Leadership should invest in their employees and thank them for the work they do.

- Employee appreciation events are a great way to communicate to your employees that they matter. Inviting the Mayor to attend and serve lunch would further demonstrate appreciation from Council.
- Celebrate employees on social media platforms. Share their work anniversaries, accomplishments and milestones.

## 3 – Improve Key Recruiting Assets

Investing in high-quality recruiting materials will help the City of Lakeport achieve its recruitment goals and succeed in today's competitive job market.

- Create an eye-catching job brochure. The brochure should integrate culture elements and feature compelling visuals that showcase the City. When candidates see that Lakeport is a great place to work, they are more likely to apply for open positions.
- Create compelling social media graphics that highlight opportunities. Ask your employees to reshare the posts on their personal accounts. Social media stories can be leveraged to remind prospects about application deadlines.
- Create videos that humanize the team and share them on the City's website and across social media channels.
  - Document moments of employees engaged in positive and fun activities. These moments can be used to showcase the positive work environment and culture.
  - Feature Council support. Document moments of positive engagement between the City Manager and the Mayor.
  - Consider producing a 2-3 minute highlight video of each department. This would be beneficial to showcase what life looks like working in that department.
- Consider the City's website to be a strong recruitment asset.
  - Revisit the structure of the City's website from a prospective employee's point of view.
  - Add photos and videos of City staff engagement with the community.

- Add a gallery of photos showcasing the community and City staff events and accomplishments.
- Develop a style guide that outlines guidelines for logo, color and font usage to remain consistent across all communication channels.

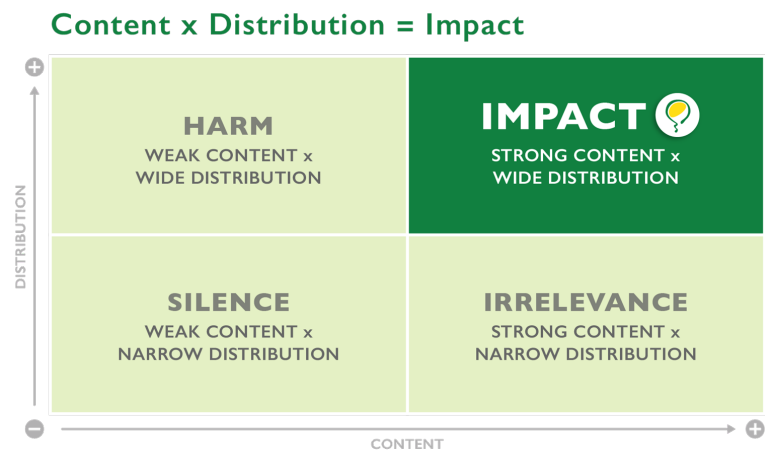
#### 4 – Leverage LinkedIn

LinkedIn has become a go-to source for job seekers. It is a powerful tool that can be used to attract prospects and showcase the organization’s culture and values.

- Update the City’s LinkedIn page.
  - Consider using the City seal as the profile picture.
  - Use a compelling photo or graphic as the banner.
  - Add a clear and concise description of the City's mission, goals and accomplishments.
- Share photos and videos of employee appreciation events.
- Share photos and videos of successful projects and the employees involved.
- Share open career opportunities.
- Encourage all employees to have an active presence by sharing updates and successes.

#### 5 – Remember Content x Distribution = Impact

Understanding the important relationship between content quality and distribution quality is necessary to truly gain your desired impact. You can have the best content but if only a few people see the content, it will not make an impact. Alternatively, you can have negative content with a large amount of people seeing it and that will yield a negative impact. As the City evaluates its efforts to cast a wide net for recruitment, it will be important for the City to use both a content and distribution strategy to achieve the best results.



### Conclusion

The City of Lakeport seeks to improve its employee recruitment and retention. By emphasizing the City's competitive advantages and unique culture, and taking steps to address some of the challenges facing the City, it is possible to attract and retain talented employees who are committed to serving the Lakeport community.



# Culture, Recruitment & Communications Report EXHIBITS

Submitted by  
Ryder Todd Smith, President  
Kylie Sun, Business Analyst

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# EXHIBIT A: MEETING NOTES

## Recruitment Training Notes

### What are the problems we are having recruiting?

- PD having trouble with recruiting
- Community Development Director
- Parks & Rec used to get 30+ candidates, now only getting 2-3
- Fewer applicants in general

### What are the disadvantages we face that we can't control?

- Housing
  - Quality of housing stock
  - Cost of housing higher than salaries
  - Few rental options
  - Costs more to build a house than what you can sell it for
  - Housing stock is selling, why build
  - Lost over 2400 housing units with the fire
  - Those coming from Lakeport want waterfront housing
- More value on cash and less on benefits (lower level positions)
  - People are looking for basic coverage on pay before they even worry about benefits
- Retirement package is not the best
- Candidates make more through grant programs, when they come to the City they are making less which often steers them away
  - Try to keep temps as long as they can
  - Bay area cities have had this problem for a while
- Retention
  - Good at getting people into the candidates, but they leave
  - Rich real estate over the hill
  - Novato – Employees leaving for better wages. They commute and spend the night after 3-4 shifts
- Wildfire mapping changes affecting housing
- Should the city invest in creating workforce housing and a workforce campus to attract and retain staff.



- Childcare availability

### Do you agree with the summary points on the culture of Lakeport that we discussed?

- All were true, issue is how do we share what we know with someone new? How do we convey it to a prospective employees

### How do you signal or emphasize the culture in recruiting materials?

- Website
- Employee appreciation events
  - Photos & videos of events
  - Shows management values employees
  - City of Pasadena does a great job of highlighting their employees
  - Suggestion to time it around employee anniversaries, retirement milestones and “Public Works” week
  - How do you get your mayor involved in public appreciation?
    - Picture of them serving lunch at employee appreciation events
- Highlights completed successes/accomplishments, take photos
- Photos
  - Where are photos being stored?
    - City social media, PW, someone’s computer or call phone
    - Need to make gallery of photos more accessible
  - Where do we get the photos?
    - Try to ask people to send them in.
    - Need to streamline a process for gathering and archiving photos/video footage
    - City has historical printed photos in a box – suggestion to convert these digitally
  - Lakeport’s history is documented on postcards
  - Lakeport Historical Society archive of photos
- Recognizing and documenting opportunities
  - Walk through the park & seeing the PW dept having fun, good to document these moments
- Development of a mission statement that encompasses the organization’s goal
  - Utilities has mission/vision/values

- Suggestion to have one document for all depts to ensure they align with City goals
- Website not organized very well, opp to renew website structure
  - Currently uses Revise
  - The bones are there, need to revisit from a resident point of view
  - Storyboards to highlight project
  - Mobile version of the site is rough
- LinkedIn
  - Suggestion to highlight recruiting efforts
  - Suggestion for all employees to be active on LinkedIn to showcase what you do and highlight Lakeport's successes

**Why do you work for the City of Lakeport?**

- Shorter commute, good people
- Mainly joined because of decent pay and good benefits, stayed because she likes what she does and has been able to advance. Likes the people she works with
- Likes the challenges it presents, the opportunities
- Environment, close to home, the people, more compact unit both geographically and within the employment ranks, communication is more prompt and direct

**Other recruiting challenges?**

- Utility operator position – had a good pool this time around
  - Higher budget, boosted FB post for \$250
- Saw success in removing a paper ad and moved to digital ads
- Typically takes 2-3 rounds for executive level positions

## EXHIBIT B: SURVEY RESULTS

### What are the best parts about working for the City of Lakeport?

- Great team, overall. Professional development readily available. Competitive salary & benefits.
- Support from city council & staff and from the community members for the job we do.
- It is sincerely a team effort.
- The personable and personal interactions with Community and Co-workers
- Good benefits and retirement. Growth opportunities. Great teamwork.
- Ability to interact with and solicit input from the community regarding projects and programs.
- Being part of a team that genuinely cares about the best interests of our community.
- I enjoy the public service aspect of the job & working for the city where I grew up and have called home for most of my life.
- Wide variety of opportunities to excel
- One of the best parts about working for the City of Lakeport is it's dedicated staff. The level of care for one another, as well as the community, is a quality that I greatly appreciate - and haven't seen a City that is comparable in that sense.
- We have good crews that make it a nice work environment.

### What is the worst part about working for the City of Lakeport?

- Very demanding jobs. Lots of areas of responsibility.
- Pay is lower than other areas in region but close to Lake County. Less staff available to complete all the necessary duties. Harder to recruit candidates for open jobs.
- Budget and recruiting.
- Budget's limiting the quality of the implemented technical systems that are necessitated by an every increasing staffing shortfall.
- The public blames "the City" for everything. Starting salaries are low.
- Limited funding and resources to implement projects and programs which leads to lack of vision and awareness of potential to accomplish more.
- The stresses that can be brought by the many outside influences. I think they call it "politics."
- Responding to new state mandates without adequate support from the state -- technical assistance and funding support is lacking. But that's nothing new.
- Limitations and expertise of staff and hiring pool

- We have a very small staff, which poses challenges at times in regards to the level of productivity that we really want to accomplish. However, I do think that same response is a common theme in a City of any size.
- Most of the employees complain about the wages.

### **What is the best part about living in Lake County?**

- The lake! The beauty! The vineyards and tasting rooms.
- Low crime, cleaner air, outdoor activities.
- Small town environment.
- The country living: clean air, stary nights and quiet with little siren, horns, accident, hustle and bustle noises
- The Lake, beautiful scenery, small town friendly atmosphere
- Community resiliency, collaboration, support after disasters (floods, wildfires); small town charm, rural life.
- It has stunning views and a smalltown feel.
- I live in central Lakeport and enjoy the small town atmosphere. No traffic, walkable community, good specialty stores and restaurants.
- The beauty and small town atmosphere
- I would definitely say, Lake County's beauty....it's stunning, and a County I never even knew existed prior to two years ago. It's a hidden gem that should be more well known - and that really goes hand in hand with branding and social media.
- Small town environment.

### **What is the worst part about living in Lake County?**

- Shopping, lack of dining options, lack of nice hotels, sidewalks and infrastructure missing/old.
- Not enough medical care - shortage of doctors, higher prices on some items, some items cannot be purchased locally and you must leave county to shop.
- Lack of stores and restaurants.
- The Isolation: worst internet and cell phone service, local businesses that want you to buy but have little inventory and take to long to order your merchandise that they are going to over-price.
- A lot of poverty and drug issues. Not a lot of shopping, activities for kids.
- Limited financial resources to implement needed programs, especially housing; provincial attitudes.

- The housing stock is lacking. Health care is also challenging.
- Lakeport lacks a large department store like a WalMart or Target. I miss Kmart because they offered a wide variety of household items. I prefer not to drive long distances for shopping needs.
- Lack of quality healthcare, dining and retail options
- The worst part, which many would probably say is the best part, is the distance between friends and loved ones. It's rural and remote, more so than I'm used to...so the adjustment has been difficult. I think that Lake County and the Tourism Improvement District are doing a fantastic job trying to promote the County, but additional work needs to be done to ensure the draw.
- I really don't have a worst part.

### **Why is City of Lakeport the best public agency employer in the area?**

- Generally good support from the City Council. Good leadership at all levels.
- Lakeport departments work together and go outside the box to solve problems and resolve the needs of the community. Not every jurisdiction does this.
- Being a small agency the cooperation and communication between departments builds a sense of pride and ownership of all projects.
- We are not so big as to be dis-jointed, dis-connected and overtly ego-centric in delivery of service.
- It is a small agency, but works well as a team
- Management is receptive to exploring and pursuing innovative programs and funding.
- Great leadership has developed a good balance between workload and maintaining morale.
- I'm happy to have worked for the city for 32+ years but it's too bad that the PERS pension formula for new employees is much smaller than it was when I started working for the city in 1989. Post-retirement health insurance coverage was also removed from the benefit package. I'm one of the few remaining employees who is eligible for this benefit. I think it's harder to distinguish the City of Lakeport from other public agency employers in our area nowadays.
- Collaborative practices
- The City of Lakeport is the best public agency employer in the area because we have a high standard for who is employed...and collectively, we get the job done, and done properly.
- We care about our City and people.

### How would you describe the workplace culture at the City of Lakeport?

- Positive, hard-working, fun
- Cooperative, departments work together closely to solve issues
- The City has a collaborative culture that includes working together to achieve common goals.
- It's family-like while still being an employer. Workers and Admin, alike, cross departmental boundaries to get to know each other on both a professional and personal level. Size allows up to have social/work gatherings that are well attended. There is a good sense of helping each other and working together on multi-departmental projects or events.
- promotes growth, education and teamwork
- Encouraging, open, friendly; easy access to management..
- A very supportive network of various capacities that always work together to accomplish a common goal.
- Not sure....
- Laid back but busy
- I would say the culture is connected, flexible and inclusive.
- Good

### What is the best kept secret about Lakeport?

- n-a
- Not a secret but I don't think the public necessarily realizes that for its small size and funding constraints as compared to bigger cities we get a lot accomplished for the community.
- Catfishing!!!
- Jimmy'z and The Wholly Bowl - little hidden eatery gems!
- I don't know - it's a secret
- Energy of its youth and expertise of its seniors
- The beauty of the Library Park area.
- I've lived here for 40+ years and don't have a good answer for this.
- Best barber in the county
- It's food!! We've got amazing restaurants in town...and besides the food, the people. This City has really wonderful employees and citizens that also care deeply about the town...
- All of the outdoor activities at our finger tips.

### What are the iconic visuals in Lakeport?

- Library Park Gazebo, Mt. Konocti, Clearlake
- Mt Konocti & the oldest lake in North America
- Mount Konocti, Clear Lake, Sunrises
- Mighty Mt. Konocti standing tall behind that gorgeous Lake!
- Clear Lake, Mt Konocti
- Clear Lake; Mount Konocti; Library Park-Carnegie Library, waterfront, gazebo; Main Street architecture with intact historic buildings.
- Downtown Main Street, Carnegie Hall and the Gazebo at Library Park.
- Historic buildings on Main St in downtown Lakeport; old LC Courthouse (now museum); Library Park/Gazebo + views of Mt Konocti
- Clear Lake
- The lake...but I'm certain almost everyone responds to this question with the same answer. I also would say that Library Park is very iconic, our murals, the historic downtown, the charm throughout the City, etc...
- The lake and all the mountain ranges surrounding us.

### What do people think of when they think of the community of Lakeport?

- Friendly
- Small town on the western shore of clear lake, boating activities, world class bass fishing, drive in movies, car shows,
- The Lake!
- An eclectic little County hub.
- Outsiders think it's a small quaint town or they've heard of the drug problems and the Hells Angels. People who live here think it's the best town in Lake County
- Government, business and retail hub of Lake County; residential cohesiveness; defined downtown plus shopping centers with mixed retail/office.
- A quiet, relaxing place to visit.
- A nice & attractive little town with some historic character. Much better than Clearlake :)
- Tight knit community
- Unfortunately, for the outsiders, they think of Lake County/Lakeport as a low income community with lots of homeless, drug addicts, and theft. That stigma needs to be erased with proper branding and engagement with social media platforms.
- Most people from out of the area think that the whole County is as messed up as the City of Clearlake.



EXHIBIT C

Welcome Home.

[www.cityoflakeport.com](http://www.cityoflakeport.com)



# LAKEPORT, CALIFORNIA







The City of Lakeport in beautiful Lake County is located in the heart of Northern California's wine country. Lakeport is home to freshwater Clear Lake and Mount Konocti just north of the Napa Valley, east of the Mendocino Coast, two hours by car from the Golden Gate Bridge and the Sacramento Valley and three hours from Mt. Shasta. Lakeport has all of the benefits of a close knit community and small town charm along with quick access to many of California's famous landmarks and tourist destinations. With its temperate climate and the cleanest air in the nation for the third consecutive year according to the American Lung Association's State of the Air reports, Lakeport is a place to call home.



## A CITY BUILT ON COMMUNITY SPIRIT!

### Volunteer Leadership and Labor built Westside Community Park

A group of Lakeport volunteers worked together through financial and labor support to create a community recreation park. The park currently consists of two soccer fields, picnic areas, baseball and softball fields, a dog park and hiking trails. The group has future plans to develop an equestrian area, horse shoe pits, and pump track within the park.

[westsidecommunitypark.org](http://westsidecommunitypark.org)

### Lake County Chamber of Commerce

The Lake County Chamber of Commerce is a private non-profit organization comprised of active volunteers striving to support and encourage economic vitality and prosperity. The Chamber has been active for over 70 years joining Lake County residents together through events, new business support programs, and awards of recognition for outstanding citizens and businesses.

[lakecochamber.com](http://lakecochamber.com)

### Main Street Association

Lakeport's Main Street Association is comprised of dedicated business owners who work to keep Lakeport's Main Street and downtown healthy and vibrant while embracing its historical identity and small town charm. Downtown Lakeport is lined with restored historical buildings, successful businesses, and an expansive shore-side Library Park and gazebo. The welcoming Lakeport streets are dotted with charming lampposts and baskets of fresh flowers.

"Downtown Lakeport, on the beautiful shores of Clear Lake, is an economically healthy, historic social center with a welcoming small town atmosphere, successfully serving a vibrant community and its visitors."- Lakeport Main Street Association Vision Statement

[lakeportmainstreet.com](http://lakeportmainstreet.com)

### Soper Reese Theatre

The Soper Reese Theatre in downtown Lakeport is a community funded project through the Lake County Arts Council. Volunteers have donated time, labor, and funds to bring the vision of an active theater into a reality in Lakeport. The Soper Reese is a professional venue used widely for performing arts and events, including symphonies, screenings of classic movies, and regular theatrical performances from local theater programs.

[soperreese theatre.com](http://soperreese theatre.com)

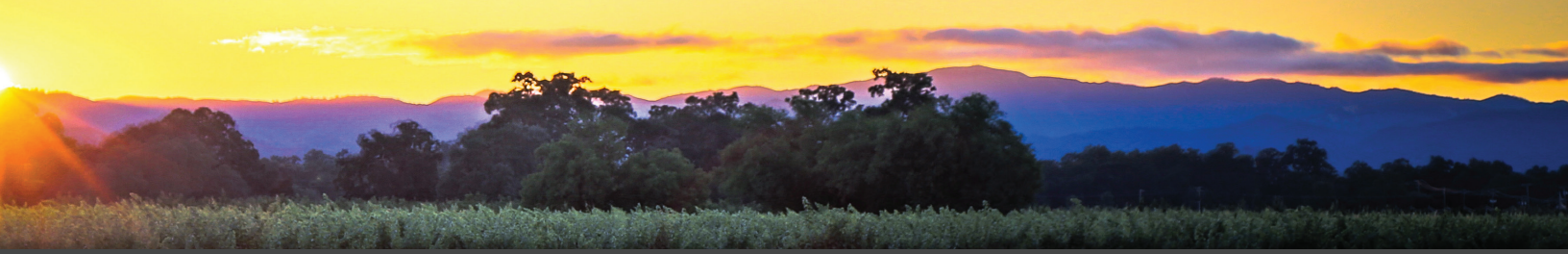
### Arts Council

The Lake County Arts Council is a non profit volunteer organization committed to assisting artists of all disciplines to grow, promote and enjoy their work. The Arts Council thrives on community involvement, operates an art gallery, and sponsors regular events such as poetry readings, writing workshops, arts classes, dance performances, open mic nights and theatrical performances.

[lakecountyartscouncil.com](http://lakecountyartscouncil.com)

## LAKEPORT DEMOGRAPHICS

- 2.7 SQUARE MILES WITHIN CITY LIMITS
- 2,518 HOUSING UNITS
- \$43,588 MEDIAN HOUSEHOLD INCOME
- 4,807 RESIDENTS



## Outdoor Activities and Fundraisers

Lakeport is a place to get outside, breathe in the cleanest air in the nation and enjoy the natural beauty of Northern California. Lake County outdoor activities include the Konocti Challenge cycling event, as well as a multitude of bike trails, various 5k and 10k runs and fundraisers, year round hiking trails, wildlife viewing and bird sanctuaries, hunting and adult sports leagues. Lakeport is also home to the Lakeport Speedway where various motorsport races are held throughout the year and a cinema with weekend drive-in movies during the summer.

## Library Park

Library Park on the shores of Clear Lake is a premiere Lake County landmark. At the center of the historic park is a gazebo surrounded with willow trees and broad lawns and well maintained playgrounds and boat docks. Library Park is the center of activity for Lakeport and hosts weekly free concerts during the summer, farmers market, car shows, an annual sea plane fly in, a yearly robust fireworks display on the Fourth of July, and weddings in the gazebo.

## Lake Activities

The possibilities for fun on beautiful Clear Lake, the largest natural, freshwater lake in California, are endless. Many people enjoy Clear Lake by boating, kayaking, water sports, wakeboarding, fishing, and bass fishing tournaments.

## Wineries

The wineries in Lake County abundant and world-renowned. Tourists and residents alike enjoy wine tasting tours through Lake County's tasting rooms.

## Landmarks and Attractions

Lakeport's many parks and historical landmarks include Lake County Historic Courthouse Museum and Carnegie Library. Lake County also offers various casinos and resorts as well as a large number of churches and religious denominations.



## Schools and Colleges

Lake County offers many quality education choices and programs. Lakeport Unified School District accepts grades K- 12. Lakeport Unified is known for its athletic and music programs, Academic Decathlon championship and strong community engagement. Clear Lake High School is a California Distinguished School. Lakeport also has private schools such as Konocti Christian Academy for grades K- 8 and various home schools.

Lake County is proud of its strong base of college programs. Mendocino College has a state of the art Lake Campus. Marymount California University has recently opened its Lakeside Campus and Yuba College offers many opportunities for educational growth at its Clear Lake Campus.

## Lakeport Events

Lakeport residents look forward to an array of events including Oktoberfest featuring craft brewers and German food and music, Lakeport wine and hors d'oeuvres pairings, Fourth of July Fireworks and Street Fair, Spring and Fall Fairs at the Lake County Fairgrounds, the Rodeo, and various parades.





# Welcome home to the City of Lakeport.



## City Council

Lakeport is a full-service, general law city under the council-manager form of government. The City is led by a five-member City Council, elected at-large which provide policy direction to Lakeport's City manager. The Council oversees and approves financial affairs and the annual City budget. The Council also provides policy direction and enforcement, coordinates joint efforts with other government bodies and is actively involved with Lake County's community planning commissions.

The City Council is elected to staggered four-year terms. Elections to fill open seats are held each November. The Council selects a mayor and mayor pro tem to serve a one-year term. City Council meetings are held on the first and third Tuesday of each month at 6:00 p.m. in the City Council Chamber, 225 Park Street. Meetings are open to the public.

## Employment at the City

The City is organized into the Departments of Administrative Services, Community Development, Finance, Engineering, Police, Public Works and hovers around 50 full-time employees. As an organization, Lakeport values training and professional development and enjoys a very team-oriented staff. The City's current budget can be viewed at <http://bit.ly/lkptbudget>. More community and financial information can be found in the annual report at <http://bit.ly/lkptreport>.



# LAKEPORT, CALIFORNIA

[www.cityoflakeport.com](http://www.cityoflakeport.com)