

Agenda Report Reviewed by:
 City Manager: 

**CITY OF SEBASTOPOL
 CITY COUNCIL
 AGENDA ITEM REPORT**

Meeting Date: May 4, 2021
To: Honorable Mayor and City Councilmembers
From: Kari Svanstrom, Planning Director
Subject: Approval to Authorize Staff to Issue a Request for Proposals (RFP) for a Consultant for the Housing Element Update

Recommendation: Authorize Staff to Issue Request for Proposals

Funding: Currently Budgeted: _____ Yes No N/A
 Net General Fund Cost: \$0
 Fund: General Plan Update (Fund 208)

Account Code/Costs authorized in City Approved Budget (if applicable) AK (verified by Administrative Services Department)

Introduction/Purpose:

This item is to authorize staff to issue an RFP (Request for Proposals) for an update to the City’s Housing Element for the “sixth cycle”, to cover years 2023-2031.

Discussion:

All cities in the State of California are required to maintain a General Plan and Housing Element. Housing Elements are required to be updated 8 years (or, if a city is non-compliant with state requirements, every 4 years). The City of Sebastopol is eligible for the 8-year cycle. The City’s next housing element is required to be adopted by January 1, 2023, and will cover the years 2023-2031.

The Housing Element update process has a number of components, including analysis of existing housing stock, constraints, and opportunities; community input; site identification and analysis; fair housing assessment; and environmental compliance (CEQA); review and response to comments by the California Department of Housing And Community Development (HCD); review of the Element by the Planning Commission; and, review and adoption of the Element by City Council.

Fiscal Impact:

The City maintains a special fund for General Plan updates through a fee assessed to all building permits. This fund has a balance of \$106,000 as of January 1, 2021. Although unknown at this time, the anticipated cost will be between \$40,000-\$90,000. Work on the Housing Element

would commence in July 2021, at the beginning of Fiscal Year 21/22, and will be included in that budget. The costs will be included in the proposed budget for Fiscal Year 2021-22 as a placeholder of \$60,000. Authorization to approve the contract will return to City Council in July 6, 2021.

Public Comment:

As of the writing of this staff report, the City has not received any public comment. However, public comment from interested parties following the publication and distribution of this staff report will be provided to the City Council as supplemental materials before or at the meeting. In addition, a consent calendar item may be requested to be removed from the consent calendar if a member of the Council or public requests to provide public comment on this item.

Public Notice:

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to scheduled meeting date.

Recommendation:

That the City Council authorize staff, by minute order, to release an RFP. Staff will review the proposals and return to City Council with the recommended consultant for further authorization.

Attachment:

Draft Request for Proposals

CITY OF SEBASTOPOL



REQUEST FOR PROPOSALS FOR HOUSING ELEMENT UPDATE

ISSUED: MAY 5, 2021

**PROPOSALS DUE:
JUNE 7, 2021
5:30 PM**

All responses must be sent to:
ksvanstrom@cityofsebastopol.org

**Kari Svanstrom
7120 Bodega Avenue
Sebastopol CA 95472**

Phone: 707-823-6167

REQUEST FOR PROPOSAL HOUSING ELEMENT UPDATE TO THE GENERAL PLAN FOR THE CITY OF SEBASTOPOL

The City of Sebastopol (the City) is seeking a qualified consultant to assist with updating the 6th Cycle Housing Element and facilitating its certification through HCD. The current Housing Element is an eight-year plan extending from 2015-2023 which was adopted on March 30, 2015. The proposals submitted in response to this RFP will be used as a basis for selecting the Consultant for this project. The Consultant's proposal will be evaluated and ranked according to the criteria provided in Appendix C, "Evaluation Criteria," of this RFP. Addenda to this RFP, if issued, will be sent to all prospective Consultants the City of Sebastopol has specifically e-mailed a copy of this RFP. The Consultant's attention is directed to Appendix B, "Proposal Requirements."

Submit two (2) hard copies and one (1) electronic copy in PDF format of the Consultant's proposal. The hard copies shall be mailed or submitted to the City of Sebastopol (address below) and the electronic copy emailed to Wendy Atkins, Associate Planner, via email only at watkins@Sebastopolcity.org prior to **5:30 P.M., April 2, 2021**. Proposals shall be submitted in a sealed package clearly marked **Housing Element Update** and addressed as follows:

City of Sebastopol
Attn.: Kari Svanstrom
7120 Bodega Avenue
Sebastopol, CA 95472

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to **5:30 P.M., June 7, 2021**. Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

This RFP does not commit the City of Sebastopol to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City of Sebastopol reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City of Sebastopol to do so. Furthermore, a contract award may not be made based solely on price.

The prospective Consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the City of Sebastopol. All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

The anticipated consultant selection schedule is as follows:

Proposal review and evaluation:	June 8 to June 14, 2021
Oral interviews, if needed:	June 16-17, 2021
*Contract Award and Notice to Proceed:	July 6, 2021

*Please note the City of Sebastopol would like to begin the project immediately upon contract award, after approval of the contract by City Council.

Any questions related to this RFP shall be submitted in writing to the attention of **Kari Svanstrom, Planning Director, via email only at ksvanstrom@cityofsebastopol.org**. Questions shall be submitted before 2:00 PM on May 17, 2021.

SCOPE OF WORK

The City of Sebastopol seeks a qualified consultant to prepare the City's 2021-2029 Housing Element Update. The updated Housing Element will need to address the requirements of State law, including recent changes regarding the analysis of sites and zoning-related requirements for housing entitlements. This Scope of Work includes all tasks necessary to prepare the Housing Element Update and process it through HCD. The Consultant shall comply with all insurance requirements of the City of Sebastopol, included in the sample Professional Services Agreement in Appendix A. The task list summary is as follows:

TASK 1: PROJECT KICKOFF

The consulting team will schedule a kickoff meeting with City staff to discuss refinements to the scope of services and schedule. The schedule will address all major stages of the project, including:

- Identification of milestones, meetings and workshops, and deliverables;
- Public outreach approach, including timing of workshops, meetings, and hearings;
- Delivery of findings and analysis during development of the housing needs data;
- City staff review periods for each deliverable;
- Opportunities to streamline HCD review;
- Response to HCD review; and
- Planning Commission and City Council hearings

Deliverables:

- Project Schedule

TASK 2: PROJECT MANAGEMENT

The consulting team will facilitate regular progress meetings with City staff via conference call or Zoom to ensure that the project is on time, on budget, and that any issues are quickly resolved. The consulting team will coordinate with City staff to ensure that the project remains on schedule and within budget. The team will regularly coordinate with staff, including via calls and emails, to communicate status of deliverables and budget, progress, and any information needed from City staff.

Deliverable:

- Monthly email updates with a list of action items (electronic only)

TASK 3: COMMUNITY OUTREACH

The consultant shall plan and facilitate community outreach and participation. Housing is a vital need for every resident in the City and community's input is essential to a successful Housing Element. The consultant shall find creative ways to reflect the community's vision as it meets its housing obligations. Under this task, the consultant will develop a strategic community engagement process in conjunction with City staff that seeks to connect with the community and provide an opportunity for all economic segments of the community to be involved in the Housing Element Update. The community input from the Housing Workshops and Survey will be reflected in the Administrative Draft Housing Element the Housing Element Update.

Task 3.1 Housing Virtual Workshop and On-Line Survey

The consultant will plan and provide one Virtual Housing Workshop for the public to educate the community about the Housing Element process, Housing Elements, meaningful City demographics, Sebastopol's RHNA, and the Housing Elements contents. This will be a Study Session at a Planning Commission Hearing. The survey will entail a series of engaging survey questions designed to understand the community's key housing needs and priorities.

Task 3.2 Open House

Upon completion of the Draft Housing Element, the consultant will present the Housing Element to the community at an open house. The open house may be conducted in-person, if consistent with public safety measures that are in effect at the time of the Open House, or via a virtual on-line meeting (e.g., Zoom

or similar). At this time the public can provide comments on the Draft Housing Element which will be summarized and addressed in the Adoption Draft Housing Element.

Task 3.3 Stakeholder Survey and Interviews

The consultant will create an on-line survey that will be advertised and available concurrently with the Housing Workshops to allow stakeholders an opportunity to provide feedback on housing priorities. The survey will be posted early-on in the process and be focused on priorities and needs of special needs, disadvantaged, and at-risk populations, as well as the general needs of the community, identification of barriers or constraints to housing production or access in Sebastopol, and recommended programs or policies to address the community's specific housing needs.

Task 3.4 Study Session and Adoption Hearings

The consultant will present the Draft Housing Element to the Planning Commission at a study session or as an informational item. At this time the public can provide comments on the Draft Housing Element which will be summarized and addressed in the Adoption Draft Housing Element. The Adoption Draft Housing Element will address public, HCD, and decision-maker comments and will be presented to the Planning Commission and City Council for consideration and adoption. The City assumes that up to three (3) public hearings will be held for review and adoption of the Housing Element.

Deliverables

- Draft and Final Online Survey (electronic only)
- Draft and Final Virtual Workshop Presentation (electronic only)
- Draft and Final Open House Presentation (electronic only)
- Draft and Final Stakeholder Survey (electronic only)
- Interview summary memo (electronic only)
- Draft and Final Study Session Presentation (electronic only)

TASK 4 HOUSING ELEMENT

Task 4.1 Administrative Draft Housing Element

Preparation of the Administrative Draft Housing Element will include the following sections.

Introduction

The Housing Element will include an introductory chapter that provides an overview of the Housing Element update process, housing issues facing the City, the City's housing needs, available sites and resources, and the goals of the Housing Element.

Effectiveness of Current Housing Element

This section will include review and evaluation of the current Housing Element, General Plan, annual progress reports, and other supporting materials and will review the City's implementation of the current Housing Element, including progress made on the goals, policies, and programs in the current Housing Element, and the City's progress toward the 5th cycle RHNA. Based on the effectiveness of the existing document, input from public, and communication with City staff, the consultant shall identify successful policies and programs that should be retained as well as those that should be revised or replaced. This section will include a narrative that discusses the: (1) actual results of the current Element compared to its goals, policies, and implementation measures; (2) significant differences between objectives and actual achievements, and (3) recommended revisions to the current Housing Element goals, policies, and programs.

Assessment of Housing Needs

This section will assess the housing needs of the City's population based on its demographic characteristics and its existing housing inventory. The needs assessment will meet the requirements of GC Section 65583(a)(1,2,7) and will be based on recent available data, including the Association of Bay Area Governments Housing Element tools and data, US Census (2010 data, 2020 data if available, and 2018/2019 American Community Survey data), California Department of Finance estimates, Employment

Development Department data, Department of Developmental Services data, and Point in Time reports. This work effort will address the following:

- Population, household, and employment characteristics and trends
- Income characteristics
- Special needs groups
- Housing stock characteristics and housing conditions
- Comparison of affordability of housing to City income levels
- Assisted housing projects at-risk of conversion to market-rate
- Quantified housing needs, including the City's regional housing needs allocation and existing and projected needs for each special needs group

Fair Housing Assessment

This is a new requirement since the City's adoption of the 5th Cycle element. The Fair Housing Assessment will include:

- A summary of fair housing issues in Sebastopol and an assessment of the City's fair housing enforcement and fair housing outreach capacity
- An analysis of available federal, state, and local data and knowledge to identify integration and segregation patterns and trends, racially or ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs within Sebastopol, including displacement risk, and discussion of factors that contribute to these fair housing issues.

Inventory of Housing Sites and Resources

The Housing Element will identify available resources, including land, funding, and housing programs, available to assist in addressing the City's housing needs. The consultant will review the City's existing inventory under the more stringent requirements of State law, which have been revised since adoption of the City's 5th Cycle Housing Element to include specific requirements for the size of lower income sites, addressing underutilized sites, use of mixed-use sites, and demonstrating realistic capacity. If a shortfall of adequate sites is projected, the Housing Plan will include a program to ensure that adequate sites are rezoned in a timely manner to accommodate the City's needs in compliance with State law. This section will include the following required topics:

- Inventory of sites suitable for residential development
- City's capacity to accommodate its Regional Housing Needs Allocation
- Financial and other resources
- Opportunities for residential energy conservation

Housing Constraints

Constraints to upon the maintenance, improvement, or development of housing to meet the City's housing needs will be identified. This chapter will address governmental constraints (land use controls, parking standards, etc.) and non-governmental constraints (environmental, market demand, availability of land, availability of financing, etc.). The consultant will carefully review the City's General Plan policies and standards, zoning requirements, and processes to identify potential constraints to housing development, including housing for lower income households and special needs groups. The consultant will review the City's processes to identify if modifications need to be made to address recent changes to State law, including recent laws related to accessory dwelling unit standards and fee exemptions, low barrier navigation centers, supportive housing by right, and SB 35 streamlining requirements. The consultant will develop programs to reduce constraints, where appropriate and feasible.

Housing Element Policy/Implementation Plan

The consultant will present goals, objectives, policies, and implementation measures to address identified housing needs and constraints, consistent with the requirements of GC Section 65583(b,c). This will carry forward successful goals, policies, and measures identified in the adopted Housing Element and will provide focused updates where necessary to address the requirements of State law. Revisions to the Housing Plan will be developed to address the City's housing needs while also remaining relevant to the City's character and protecting resources that are important to the City. The implementation plan will identify sustainable housing policies and programs, based on City staff, public and stakeholder input, City guidance, and the

needs identified in the needs and constraints analysis. The consultant will meet with City staff to discuss the proposed revisions to the City's existing goals, policies, and programs, and will also present for discussion additional policies and strategies that fit the unique needs and character of Sebastopol. Implementation measures will address both short-term and long-range strategies and may include development controls, regulatory incentives, constraint-removal programs, fair housing programs, and sources of affordable housing funding. The implementation measures will identify parties responsible for implementation, a timeframe for implementation, and funding sources. Where appropriate, phasing and financing options will be identified. Implementation measures will reflect recent legislation, and will address the following issues at a minimum:

- Conserve and Improve Existing Housing Stock
- Promote Housing Opportunities for All Persons in the City, including provision of adequate sites to accommodate the Regional Housing Needs Allocation, development of housing to meet the needs of lower- and moderate-income households
- Affirmatively Furthering Fair Housing
- Address Housing Needs of Special Needs Populations
- Preserve Assisted Housing
- Regional Housing Needs Determination and Quantified Objectives
- General Plan and Zoning Consistency
- Removal of Constraints (where appropriate and feasible)

The Housing Plan will identify any necessary amendments to the General Plan, Zoning Code, design guidelines and requirements, and other adopted local documents to achieve compliance with State law. The consultant will review proposed policies and implementation measures for internal consistency with all elements of the City's General Plan and, if necessary, identify amendments to other General Plan elements in order to create consistency with the updated Housing Element.

Task 4.2 Draft Housing Element

Following the City's review of the Administrative Draft, the consultant will incorporate the City's comments on the Administrative Draft Housing Element and create a Draft Housing Element for public review and the statutory 60-day HCD review period. Prior to release of the Draft Housing Element, City staff will be provided an electronic Screencheck Draft for review to ensure all comments have been addressed and review formatting. The consultant will submit the Draft Housing Element to HCD for the 60-day State review period.

Task 4.3 Adoption Draft Housing Element

During the 60-day State review period, the consultant shall coordinate with HCD for the State's review of the Preliminary Housing Element. While no other State agencies are required to review the Housing Element Update, the consultant will coordinate with additional State agencies if necessary.

The consultant will coordinate closely with HCD in order to receive a letter indicating that the updated Housing Element complies with State law. Upon receipt of HCD's comments, if there are any remaining issues identified by the State, the consultant shall prepare proposed revisions and provide them to City staff for review.

Throughout this task, the consultant shall be available for in-person or zoom meetings with HCD staff at HCD's offices and with City staff, as necessary. Following the close of the public and HCD review period, the consultant will revise the Draft Housing Element to address HCD's comments as well as any feedback provided by the community and decision-makers as part of the Community Open House and the workshop with decision-makers. Prior to release of the Adoption Draft Housing Element, City staff will be provided a Screencheck Draft for review to ensure all comments have been addressed.

Task 4.4 Final Housing Element (Adopted)

Following City Council adoption, the consultant will revise the Housing Element to include any revisions directed by the Council. The consultant will update the cover page of the City's General Plan to reflect the adoption date of the Housing Element. This task includes the preparation of a transmittal memo for submission of the Final Housing Element and adopting resolution to HCD for review for certification. The consultant will provide any supporting information requested by HCD during its review.

Deliverables:

- One (1) electronic copy in Word and PDF of the Administrative Draft Housing Element, Screencheck Draft Housing Element, Screencheck Adoption Draft Housing Element for City staff review
- One (1) reproducible copy and one (1) electronic copy of the Draft Housing Element for the City and copies as required for HCD of the Draft Housing Element
- Eleven (11) bound copies, one (1) reproducible copy and one (1) electronic copy of the Adoption Draft Housing Element for review by the public, Planning Commission, and City Council
- One (1) electronic copy of the Final Housing Element the City and one (1) bound copy and one (1) electronic copy for submission to HCD

TASK 5 CEQA COMPLIANCE

The consultant will prepare documentation to satisfy the California Environmental Quality Act (CEQA). The City anticipates this to be Initial Study and Mitigated Negative Declaration. This task also includes consultation with Native American tribes if any tribes request consultation through the SB 18 and AB 52 notification and consultation processes.

Task 5.1: Native American Tribe Consultation

The consultant shall conduct required consultation with Native American tribes if any tribes request consultation through the SB 18 and AB 52 notification and consultation processes.

Task 5.1 Project Description

The consultant shall prepare a draft Project Description based on the project information and applicable regulatory requirements and will provide an electronic copy (Microsoft Word and PDF format) for review by staff. As a basis for the environmental analysis to follow, a clear and thorough description of the project and its required approvals is a critical first step in the CEQA process. Textual, tabular, and graphic presentation (maps, plans, renderings, or diagrams) will be included as necessary to facilitate a thorough understanding of the project. The consultant shall address comments on the draft Project Description to prepare a final Project Description which will be used as a basis for the analysis in the Initial Study.

Task 5.1 Administrative Draft IS/MND or IS/ND

The consultant shall prepare an internal review (Administrative) Draft IS-MND (or IS-ND, as appropriate). All environmental checklist findings will be supported by data and analysis. Where applicable, impacts will be quantified and compared to quantitative significance thresholds. The consultant shall submit electronic copies of the Administrative Draft IS-MND in both PDF and Word format. All technical reports shall be prepared by the consultant.

Task 5.4: Public Review Draft IS-MND

The consultant shall respond to City comments on the Administrative Draft IS-MND and format the document as a Public Review Draft IS-MND to be distributed for the required CEQA public review period. One electronic copy of the Public Review Draft IS-MND and up to 10 bound paper copies will be provided. The consultant shall provide a screencheck version of the Public Review Draft IS-MND prior to publication. The consultant shall prepare a Notice of Intent to Adopt a Negative Declaration and transmit the required forms and copies of the IS-MND to the State Clearinghouse (if necessary) and County Clerk. The consultant shall be responsible for mailing copies and notices to responsible agencies. The City will be responsible for the City's procedures, including posting at the site, sending to neighboring or nearby property owners or residents, newspaper noticing, and/or sending to interested parties.

Task 5.5: Final IS-MND/Response to Comments

Upon receipt of public comments on the Public Review Draft IS-MND, the consultant shall prepare draft responses for City review. If City staff determines that preparation of a Final IS-MND is necessary, upon receipt of City comments on the draft responses to comments, the consultant shall incorporate changes (if any) and prepare the Final IS-MND. Otherwise, the Responses to Comments document will be provided as a standalone document to accompany the Draft IS-MND.

This task also includes the preparation of the Mitigation Monitoring and Reporting Program (MMRP), if required, formulated as a table listing all mitigation measures and indicating what monitoring actions are required, which department(s) will be responsible for monitoring, and when monitoring is to occur. After City review of the Final IS-MND and Responses to Comments, the consultant shall provide one electronic copy and up to 10 bound paper copies. If the project is approved, the consultant shall prepare a Notice of Determination (NOD) for the City to file with the County Clerk. The City or applicant will be responsible for payment of County Clerk and California Department of Fish & Wildlife CEQA fees.

Deliverables:

- One (1) Draft Project Description (electronic only)
- One (1) Administrative Draft Initial Study (electronic only)
- One (1) PDF form Public Draft for internal staff review (electronic only)
- One (1) electronic copy and 15 hard copies Public Draft Initial Study
- One (1) electronic copy and 10 hard copies Final Initial Study/Mitigated Negative Declaration
- One (1) electronic copy and three hard copies Mitigation Monitoring and Reporting Program (MMRP)
- One (1) Notice of Determination (NOD) (electronic only)

Other Requirements

Minimum Qualifications of Personnel - The Consultant shall meet the appropriate minimum qualifications as required by this contract.

Materials to be provided by the Agency - The Consultant shall provide all materials to complete the required work in accordance with the delivery schedule proposed by the Consultant and the cost estimate outlined in the contract. Materials (if deemed applicable, necessary, and when available from the City) that may be furnished or made available by the City and where listed in the contract, are for the Consultant's use only, shall be returned at the end of the contract.

Conflict of Interest Requirements - The Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

If a Consultant discovers a conflict during the execution of the contract, the Consultant must immediately notify the City of Sebastopol regarding the conflicts of interest. The City may terminate the contract involving the conflict of interest, and failure by the Consultant to notify the City may also be grounds for termination of the contract.

BACKGROUND DOCUMENTS

City of Sebastopol:

The following documents provide both general and site-specific information that should be reviewed when preparing proposals:

- City of Sebastopol General Plan documents: <https://ci.sebastopol.ca.us/City-Government/Departments-Services/Planning/General-Plan>
- City of Sebastopol General Plan: https://ci.sebastopol.ca.us/getattachment/10408047-71e8-473e-b804-e51ed2e9b187/Adopted_GeneralPlan_11-15-16.pdf.aspx?lang=en-US&ext=.pdf
- City of Sebastopol Housing Element: http://sebastopol.generalplan.org/sites/default/files/Final%20Housing%20Element_Sebastopol_4-1-15.pdf
- General Plan Land Use Map and Zoning Map: <https://ci.sebastopol.ca.us/City-Government/Departments-Services/Planning/Planning-Public-Notices>
- Zoning Code: <https://sebastopol.municipal.codes/>

Additionally ABAG/MTC has additional tools that may assist the consultant with site assessment and inventory work.

APPENDICES

Appendix A –Proposal Requirements, Other Considerations, and Evaluation Criteria

Appendix B – Insurance Requirement and Sample Professional Services Agreement

**APPENDIX A
PROPOSAL REQUIREMENTS, EVALUATION CRITERIA,
AND OTHER CONSIDERATIONS**

I) PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

City of Sebastopol
Kari Svanstrom, Planning Director
City of Sebastopol
7120 Bodega Avenue
Sebastopol, CA 95472
ksvanstrom@cityofsebastopol.org

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile 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. All addendums received must be acknowledged in the transmittal letter. The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

3. Consultant Information, Qualifications & Experience

The City Sebastopol 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 which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Date of contract
6. Date of completion
7. Consultant Project Manager and contact information
8. Project Objective
9. Project Description
10. Project Outcome

4. Organization and Approach

1. Describe the roles and organization of your proposed team for this project. Indicate the

composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project.

2. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

5. Scope of Work

1. Include a detailed Scope of Work Statement describing all services to be provided.
2. Describe project deliverables for each phase of your work.
3. Describe your cost control and budgeting methodology for this project.

6. Schedule of Work

Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals. The City would like to begin this project immediately upon award.

7. Conflict of Interest Statement

The proposing Consultant shall disclose any financial, business or other relationship with the City of Sebastopol that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

8. Litigation

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

9. Contract Agreement

Indicate if the proposing Consultant has any issues or needed changes to the proposed Professional Services Agreement included as Attachment 2.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

10. Cost Proposal

The proposal should contain all pricing information relative to performing the Work as described in this request for proposal. The total all-inclusive maximum price to be proposed is to contain all direct and indirect costs including all out-of-pocket expenses. The proposal shall include a cost proposal for each service of the proposal.

Cost proposal shall be included with the proposal and will be a part of the evaluation criteria. Consultant shall prepare a Lump Sum Fee estimate with progress payments at defined milestones/tasks.

The proposal should include a schedule of professional fees and expenses.

II) EVALUATION PROCESS

A City selection panel will review and evaluate each proposal submitted.

Proposers may be required to make oral presentations as a supplement to their proposals. These presentations would only be held subsequent to the receipt of the proposals and will be part of the evaluation/interview process to determine qualifications of the firm. The City will schedule a time and location in the City of Sebastopol, or via virtual means, for each oral presentation that it requests. Should a proposer refuse to honor the request for an oral presentation or interview, it may result in the rejection of the proposal by the City.

The City anticipates making a final selection on or before July 21, 2021.

Evaluation considerations will include the following:

- A. Responsiveness of the proposal in clearly stating the understanding of the work to be performed and in demonstrating the intention and ability to perform the work. Participation Plan proposal and experience will also be a factor.
- B. Consultant's experience in conducting similar Work for cities of a similar nature, size, and complexity, and the consultants commitment to maintaining technical expertise in the municipal environment.
- C. Technical experience and professional qualifications of the team. The number of key and supervisory personnel who will directly participate in the Scope of Work.
- D. Cost. Although a significant factor, cost will not be the primary factor in the selection of a firm.
- E. Consultant's experience in complying with applicable state regulations. The City is looking for a highly qualified team that is able to meet the due dates specified in this document.

III) OTHER CONSIDERATIONS

1. The City will pay the consultant for the services described in Part I, Section III (Scope of Work to be Performed) that do not exceed the amount contained within an executed Professional Services Agreement between the City and the Firm. For additional services required after the inception of the Agreement, written approval by the City shall be required in advance of such services being rendered. The fee for such services shall be paid based on the consultant's quoted hourly rates.
2. Upon notice of intent to award contract, the successful consultant shall enter into a Professional Services Agreement with the City of Sebastopol.
3. No officer, agent, or employee of the City and no member of its governing bodies shall have any financial interest, direct or indirect, in this agreement or the proceeds thereof. No officer, agent, or employee of the Firm shall serve on a City committee or hold any such position which is incompatible with such person's duties or obligations or other relationship to this agreement.
4. Time is of the essence in each and all provisions of the Agreement.
5. All working papers, reports, and records relating to the work performed under the Professional Services Agreement must be retained, at the consultant's expense, for a minimum of five (5) years, unless the Firm is notified in writing by the City of Sebastopol of the need to extend the retention period.
6. The consultants will be required to make working papers available upon request to the appropriate parties.
7. All property rights, including publication rights of all reports produced by the Firm in connection with services performed under this agreement shall be vested in the City of Sebastopol. The proposer selected shall not publish or release any of the results of its examinations without the express written permission of the City of Sebastopol Finance Director.
8. The City is not liable for any pre-contractual expenses incurred by any bidder. In addition, no bidder shall include any such expenses as part of the price proposed to conduct the work.
9. The City reserves the right to withdraw the RFP at any time without prior notice. Further, the City makes no representations that any agreement will be awarded to any bidder responding to this RFP. The City expressly reserves the right to postpone action regarding this RFP for its own convenience and to reject any and all proposals in response to this RFP without indicating reasons for such rejection.
10. The City is not responsible for oral statements made by any of its employees or agents concerning this RFP. If the bidder requires specific information, the bidder must make the request in writing as instructed in the RFP.
11. All responses to the RFP shall become the property of the City and a matter of public record. Responders must identify all copyrighted material, trade secrets or other proprietary information that the responder claims are exempt from disclosure by the California Public Records Act. In the event a responder claims such exemption, the responder must state in the response that: "The responder will indemnify the City and hold it harmless from any claim or liability and defend any action brought against the City for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request thereof." Failure to include such a statement shall constitute waiver of the responder's right to

exemption from disclosure and authority for the City to provide a copy of the proposal or any part thereof to the requestor.

12. The individual(s) preparing and submitting the proposal must state they possess the authority to bind the firm to the terms of the RFP.
13. After a Firm is selected by the City, the contents of the submitted proposal shall become part of the resulting Professional Services Agreement. The successful bidder will be required to execute a standard Professional Services Agreement with the City, an example of which is included in this proposal. Failure of the Firm to agree to include the proposal as part of the contractual agreement may result in cancellation of the award. The City reserves the right to reject those parts of the proposal that do not meet with the approval of the City.
14. All questions regarding this RFP should be made in writing and emailed to:
kvanstrom@cityofsebastopol.org

APPENDIX B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on [REDACTED], 20 [REDACTED] by and between the City of Sebastopol, located in the County of Sonoma, State of California (City), and [REDACTED] (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as [REDACTED].

B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services and work (together, “services”) set forth in **Exhibit A, “Scope of Services”** and made part of this Agreement.

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or **Exhibit A, “Scope of Services”**, unless such additional services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

The time for completion of services shall be as identified in **Exhibit A, “Scope of Services”**.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit B, “Compensation”**, attached hereto and made a part hereof. Total compensation shall not exceed \$ [REDACTED], unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all services performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the services performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the Agreement price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

C. Payment to the Consultant for services performed pursuant to this Agreement shall not be deemed to waive any defects in services performed by Consultant.

SECTION 5 – STANDARD OF PERFORMANCE

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Consultant's services under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's services within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject services by a timely written explanation, otherwise Consultant's services shall be deemed to have been accepted. City's acceptance shall be conclusive as to such services except with respect to latent defects and fraud. Acceptance of any of Consultant's services by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

SECTION 7 – INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by the Consultant, its agents, representatives, or employees, as indicated:

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
 3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.
- C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least \$2,000,000 of professional liability insurance.
- D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or greater must be declared to and approved by the City.
- E. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of services or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
 2. For any claims related to Consultant's conduct while performing the services of this project, the Consultant's insurance coverage shall be

primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

F. Waiver of Subrogation. The workers compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the services performed by the named insured for the City.

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

H. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms that conform to City requirements. All certificates and endorsements are to be received and approved by the City before services commence. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

Consultant shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

When Consultant under this Agreement is a design professional, the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence or willful acts or misconduct.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related

services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing services (collectively the “Work Product”) shall belong exclusively to City. The Work Product shall be considered a “work made for hire” within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or Work Product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or Work Product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or Work Product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs

and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF SERVICES

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this Agreement, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant’s obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – RECORDS

A. Records of Consultant’s direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant’s final invoice.

B. Consultant’s records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

SECTION 17 – COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the services as outlined in the Exhibit A, “Scope of Services”, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the services to be performed under this Agreement.

SECTION 18 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City: City Manager
7120 Bodega Ave
Sebastopol, California 95472

To Consultant:

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 19 – TERMINATION

1. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all services in progress.

If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for services performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 20 – ATTORNEY FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 21 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 22 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

SECTION 23 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

SECTION 24 – DEFAULT

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any services performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 25 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 26 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Napa. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 27 – SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 28 – SPECIAL PROVISIONS

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:

City:

By: _____
Name: _____
Title: _____

By: _____
Name: Larry McLaughlin
Title: City Manager

Approved as to Form:

By: _____
Name: Larry McLaughlin
Title: City Attorney