

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**Parks, Facilities and Playgrounds  
Master Plan**

**October 6, 2017**

Submit Proposals/Qualifications to:

City of Goleta  
Neighborhood Services & Public Safety Dept.  
Attn: JoAnne Plummer, Parks & Recreation Manager  
130 Cremona Drive, Ste. B  
Goleta, CA 93117  
(805) 562-5505

**Due by 3:00 p.m.  
Monday, November 6, 2017**

## INTRODUCTION

The City of Goleta is issuing this Request for Proposals (RFP). The City of Goleta seeks to retain the services of a consultant firm, or firms working in partnership, to carry out a comprehensive Parks, Facilities and Playgrounds Master Plan. This effort will require close coordination with the City of Goleta and other community special interest groups.

The main objectives of the process are to create a planning document for parks that will address capital improvements and ADA accessibility projects, priorities, funding strategies, maintenance standards and costs for the next 16 years.

### Background

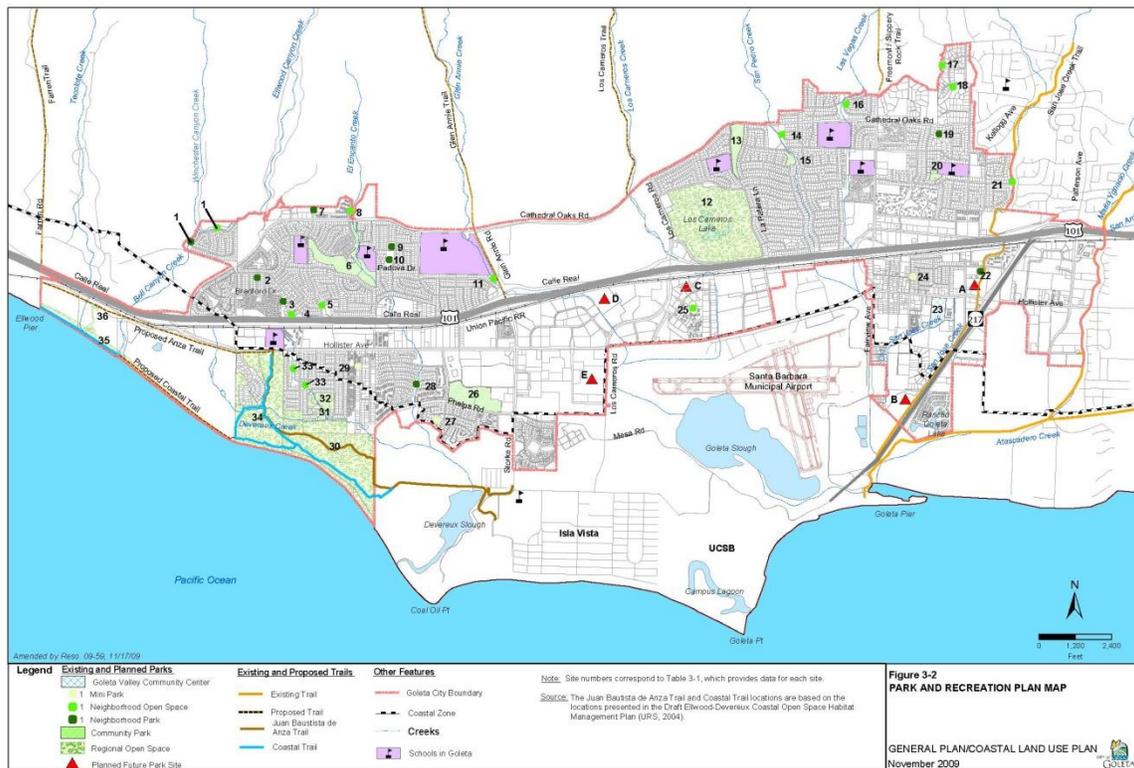
Incorporated on February 1, 2002, the City of Goleta is located along the Highway 101 corridor in southern Santa Barbara County neighboring the City of Santa Barbara and the University of California, Santa Barbara. With a current population of approximately 30,000, Goleta is the fourth largest city in the County. The City's Adopted General Plan allows for a build out population of approximately 38,100 by the year 2030.

In the Spring of 2007, the City initiated an analysis of recreation services (Recreation Study) and in 2014 a comprehensive Recreation Needs Assessment was completed. These reports identified areas of strengths, weaknesses and deficiencies. In addition, these reports identified the need for the City to have a Parks Master Plan that would guide maintenance, capital improvements, expansions of services and a funding plan.

An essential aspect of Goleta's character and livability is derived from the diverse open space and resource lands within and surrounding the community. These assets include; approximately two miles of Pacific shoreline, beaches, and coastal bluffs; open coastal mesas; Goleta and Devereaux Sloughs; agricultural lands, including citrus groves and vegetable crops as well as fallow lands; creeks, riparian areas, ponds, wetlands, and woodlands; diverse wildlife habitats, including eucalyptus groves comprising the largest complex of monarch aggregation sites in southern California; numerous public and private parks and opens space areas, many of which include especially valued resource lands; lands with historic structures and landscapes; Lake Los Carneros and its surrounding open lands; and the scenic backdrops provided by the Santa Ynez Mountains, Pacific Ocean, and Channel Islands. Parks and open space not only serve to protect environmental resources, but they also provide accessible recreational venues for residents, including families, elderly persons, and disabled and low-income residents. Preservation of these resources is integral to maintaining the natural and historical qualities of the area for the benefit of present and future generations.

The City of Goleta and its community members are fortunate to have 14 City parks and 11 Open Spaces totaling approximately 474 acres throughout the City. The three larger City owned regional open space preserves – the Sperling Preserve, Santa Barbara Shores Park, and Lake Los Carneros Natural and Historical Preserve – collectively account for 395 acres of that total. Together with the neighborhood open space areas, these preserves provide many opportunities for passive recreation activities and enjoyment of natural areas.

The following is a summary of existing parks and open space in the City;



**Community Parks and Open Space Areas**

- Emerald Terrace Tennis Courts/Berkeley Park – 4.2 acres and includes two tennis courts, a tot lot and children’s play structure
- Stow Tennis Courts – 2.6 acres and two tennis courts
- Evergreen Acres – 28.7 acres and includes the following amenities:
  - two tennis/pickleball courts
  - a large multi-use space (scheduled for rehabilitation)
  - 18-hole disc golf course
  - Children’s play area
- Park Parcel behind Goleta Community Center (scheduled for rehabilitation)

**Regional Parks and Open Space Areas**

- Lake Los Carneros Natural and Historical Preserve (Rancho La Patera)– 139.9 acres and home to the Stow House Historic site and the Goleta Depot
- Sperling Preserve/Ellwood Mesa – 136.6 acres and home to Monarch overwintering sites.
- Stow Grove Park – 11.1 acres and includes the following amenities:
  - Group picnic areas, BBQ Pits, Children’s Play Area
  - Horseshoe Pits, Volleyball Courts
  - Softball/Soccer fields (scheduled for rehabilitation)
  - Ranger/Park Host House

## Neighborhood Parks

- Andamar
- Armitos
- Armstrong
- Bella Vista I & II
- Hollister/Kellogg Park (under development)
- Mathilda (pocket park with play equipment)
- Nectarine (pocket park with play equipment)
- Santa Barbara Shores (scheduled for improvements)
- San Miguel Open Space (scheduled for improvements)
- University Village (greenbelt with walking path)
- Winchester I & II

## Neighborhood Open Space Areas

- Oro Verde
- San Jose Creek
- Stonebridge Walkway
- La Goleta
- Glenn Annie at Del Norte
- Brandon
- Koarts Apartments
- Campus Glen

## Available Resources

The following data and documents are readily available for reference and are required to inform the Parks Master Plan:

- City of Goleta General Plan/Coastal Land Use Plan (2006)
- Ellwood Mesa Open Space Plan (2004)
- Community Wildfire Protection Plan (2012)
- Monarch Butterfly Inventory and Habitat Management Plan (In Progress)
- Ellwood Trails and Habitat Restoration Project
- Lake Los Carneros Management Plan (1999)
- Recreation Needs Assessment (2015)
- Bicycle Pedestrian Master Plan Project (2017)
- Hollister Avenue Complete Streets Corridor Project (In Progress)
- Bicycle and Pedestrian Master Plan (In Progress)
- 2017-2021 Capital Improvement Project Listing/City Budget Documents
- 2017-2019 Strategic Plan

## SCOPE OF WORK/PROJECT DESCRIPTION

The City of Goleta is requesting Proposals to create the City's Parks, Facilities and Playgrounds Master Plan. With the input of residents, stakeholders and staff, the City desires to produce a Parks, Facilities and Playgrounds Master Plan which charts capital improvement and disabled accessibility projects, trends, priorities, funding strategies, maintenance standards and costs for the next 16 years, to run parallel with the implementation schedule of the City's Recreation Needs Assessment.

In addition to an Executive Summary, the plan will include the following components:

### Historical information

- Summarize previous guiding policy documents and planning efforts
- Compare historical demographic and usage data with present data
- Acknowledge community build-out and summarize impacts to parks, facilities, open space, recreation amenities and playgrounds over the next 16 years

### Existing Inventory

- Present information on the City's existing inventory of parks, facilities, open space, recreation amenities and playgrounds
- Present information on the other miscellaneous amenities in parks, facilities and open space that are serving the needs of the City residents

### Existing Conditions

- Describe and analyze the existing amenities, usage patterns and site conditions of parks, facilities, restrooms, open space and playgrounds to include facility and amenity needs
- Complete assessment of parks, facilities, open space and playgrounds to ensure compliance with current Americans with Disability standards, and all state and federal guidelines
- Perform a comparative analysis of the Parks & Open Space System with communities of a similar size and density and to regional and national standards
- Solicit and identify means for public input on existing conditions, with consideration of comments already received with the City's Recreation Needs Assessment
- Identify any deficiencies in existing public facility and amenity and/or facility deficiencies based on the City's current level of service standards and criteria
- Develop maintenance standards for each public space as well as tools to measure efficiencies
- Development of a master sign policy and sign replacement plan with a cost analysis

### Future Plans

- Describe projected future usage of parks, facilities, open space, and playgrounds
- Develop a maintenance plan, complete with maintenance standards and task frequency standards for parks, facilities, playgrounds and other recreation amenities
- Develop a lifecycle maintenance and replacement plan for buildings and park amenities
- Present plans included in existing/approved master plans and rehabilitation projects listed in the City's facilities condition assessment
- Solicit public input on future needs

- Identify disabled accessibility upgrades of parks, facilities, open space, and playgrounds with recommended improvements
- Identify how community build-out will impact the City's ability to implement plans
- Prioritize all future projects
- Identify potential locations for future new facilities (ie: aquatic center/recreation center)
- Conduct evaluation of soil in active recreation areas for implementation of recycled water for irrigation

## **Funding**

- Review funding, including revenue sources and projected expenditures
- Prepare a comprehensive financial plan for the development, modernization, maintenance and rehabilitation of parks, facilities, open space and playgrounds

## **Findings and Recommendations**

- Present detailed findings and recommendations to assist with future operational and budgetary decisions
- Determine how well existing and planned facilities address the community's current and future needs, comparing existing and projected population growth and parks facilities, and identifying where surpluses and deficiencies exist
- Identify shifts in operations, emerging trends, programs or amenities offered based on projected future needs and usage of parks, facilities, open space, and playgrounds at build-out
- Prioritize and rank needs
- Establish an implementation program for achieving the overall vision of the plan
- Develop a strategy, including funding sources and timelines, that implements the financial plan in such a way to keep pace with the needs described in findings and recommendations
- Incorporation of recommendations from existing plans and studies conducted by the City of Goleta
- Develop a plan for implementation of recycled water for irrigation in active recreation areas

## **Appendices**

- Provide detailed information on various components of the document
- Identify any necessary studies, including, but not limited to land use, parking, environmental/CEQA
- The consultant shall be required to provide all services and work to complete the required documents and all other work described herein. The Proposal should include a step-by-step breakdown of tasks to be performed on a milestone and product-by-product basis. The consultant should include in the Proposal a timeline and schedule for the submission of draft products to City staff for review at various stages of completion. Any tasks assumed to be accomplished by the City staff and the general level of participation expected from the City should also be specified.
- The consultant will work under the direction of the City of Goleta Neighborhood Services & Public Safety Department. The City's project manager assigned to the project will coordinate with the consultant, Department staff and Commissions/Council. The City's project manager will assist the consultant by providing direction, data, and logistical and other support, as needed, to facilitate performance of the Scope of Work.

## APPROVAL PROCESS

The Plan will be reviewed by the Parks & Recreation Commission and the Goleta City Council, who will review recommendations and approve the Plan. Facilitation or support for a series of public meetings with these groups should be included in the Proposal.

The consultant team must be available to participate and present in meetings with staff and at public forums. The Proposal cost estimate should at least include the anticipated meetings listed below. The consultant shall carefully consider the amount and level of consultant team members needed to be present at each.

- Two (2) initial scoping meetings
- At least two (2) public workshops\*
- At least six (6) all hands project management team meetings\*
- Six (6) Parks & Recreation Commission, Planning Commission and/or other meetings
- Two (2) City Council meetings

*\*It is suggested to include a contingency plan to cover additional needed meetings*

## PROJECT MANAGEMENT/ADMINISTRATION

The consultant's project manager will oversee all consultant activities from project initiation to conclusion and management of all sub-providers. This task includes activities such as project start-up, minutes, agendas, budget and schedule tracking, ongoing coordination with the consultant team, and providing the daily point of contact with the City.

The task entails attending collaboration meetings with the City at key milestones in the planning process such as coordination of public participation activities, development of key products and materials and review of analysis and findings. Project management/administration costs shall not exceed 10 percent and project teams shall be prepared with consideration for an appropriate hierarchy to maintain effective project administration and communication.

## SUMMARY OF DELIVERABLES

The consultant shall produce deliverables related to the scope of work provided herein. Deliverables shall include, but are not limited to, the following:

- Scoping meeting agenda, meeting notes, minutes, summary, presentation, other meeting materials
- Project meeting agendas, meeting notes, minutes, presentations, other meeting materials
- Public workshop agendas, meeting notes, minutes, summary, presentation, other meeting materials,
- Master Plan Outline
- Master Plan Draft(s) (including sections related to Historical Information, Existing Inventory, Existing Conditions, Future Plans, Maintenance Standards and Measurement Tools (plans), Funding, Findings and Recommendations, Appendices)
- Master Plan Final Draft and Appendices
- Monthly invoices and status reports to City
- Public outreach materials
- Survey drafts and final statistically-valid survey instrument, analysis and results reports

- Disabled accessibility assessment of parks, facilities, open space, and playgrounds
- Recommendations for shift in operations, programs and amenities
- Financial plan for the development, modernization, maintenance and rehabilitation of parks, facilities, open space and playgrounds
- Funding and implementation strategies for the financial plan(s)
- Preparation of any necessary studies, including, but not limited to land use, parking, environmental (CEQA)
- Maps and GIS data layers
- Microsoft excel tools, with built in formulas to model financial scenarios/decisions.
- Resources such as charts and/or matrices for staff to utilize for implementation of the plan (ie: time standards)
- All invoices will include the following: project accomplishments to date, upcoming project tasks, and an issues log

The City will work with the selected consultant to refine the scope of work as is appropriate to complete the objectives of the assessment.

#### **I. Proposal Submittal Requirements**

Consultants shall submit a proposal limited to a maximum of twelve (12) double-sided pages exclusive of cover letter, resumes, and references. The proposal shall be organized in the following format and shall include the information in the below outline:

##### **A. Cover Letter**

The cover letter must be signed by an officer of the firm authorized to execute a contract with the City. The primary contact should be identified and phone number, email and mailing addresses provided.

##### **B. General Qualifications**

The consultant shall provide a summary of the consultant's qualifications, general information about the firm, location of office(s), years in business and areas of expertise. The consultant shall provide a brief description of projects that involved a similar scope of services.

##### **C. Key Staff**

The consultant shall identify key staff and include a description of their abilities, qualifications and experience. Attach resumes of key staff that will be assigned to this project. Include a proposed project management structure and organizational chart. Identify any portion of the scope of work that would be subcontracted. Include firm qualifications (brief) and key personnel, telephone number, email address and contact person for all subcontractors. The City reserves the right to approve or reject all consultants, internal staff performing consulting services, or subconsultants proposed by the consultant.

**D. Project Workplan**

Consultant shall describe its understanding of the project, detailed work approach and methodology. Consultant shall expand on the scope of work if appropriate to accomplish the overall objective of the project, and provide suggestions which might enhance the results or usefulness of the study. Include assumptions about the number of meetings needed with City staff and other stakeholders to complete the Scope of Work. Consultant shall provide an example of a similar study prepared by the firm or proposed team. Consultant shall also include a schedule of work.

**E. References**

Consultant shall provide a list of references for the firm and any subconsultants, including the names, addresses, email addresses and telephone numbers of recent clients, preferably other public agencies for which consultant has done similar work. Include a list of specific projects associated with each reference, date work was performed, cost and key personnel involved.

**F. Budget**

The cost proposal shall include all labor costs, overhead costs, subconsultant costs, and an itemized list for direct expenses. Costs must be shown in a matrix format, by task grouping, and show hours per staff member, base labor rates, and overhead and profit rates.

**G. Disadvantaged Business Enterprises (DBE's)**

Consultant shall make a good-faith effort to include certified DBE firms as subconsultants. If no DBE firm will be utilized, the consultant's proposal shall describe the good-faith efforts that were taken in an attempt to include a certified DBE for completion of one or more tasks associated with the scope of work.

**H. Insurance**

Consultant shall submit a copy of their existing commercial liability insurance detailing their current level of coverage. Be advised that the selected consultant shall be required to provide the following insurance coverage prior to the City issuing a Notice to Proceed:

Commercial general liability at least as broad as	
ISO CG 0001 (per occurrence).....	1,000,000
(General aggregate) .....	2,000,000
Commercial auto liability at least as broad as	
ISO CA 0001 (per accident).....	1,000,000
Errors and omissions liability (per claim and aggregate).....	1,000,000
Workers' compensation	Statutory

## II. Consultant Selection Process

The basic elements of the Consultant selection process are as follows:

### A. Evaluation of Submittals.

The proposals will be evaluated and ranked by the City. The selection will be made directly from the qualified list. Proposals will be evaluated on various qualifications, including but not necessarily limited to:

- Knowledge and experience of key staff
- Availability of key staff personnel and resources
- Experience and demonstrated competence on similar projects
- Understanding of project scope
- Cost effectiveness
- The City will notify all consultants that submit proposals of the evaluation results upon award of the contract. Top ranked firms will be invited to an interview with City staff.

## III. General Information

### 1. Proposal Submission

Consultant shall submit four (4) copies of their proposal to the City; (1) copy should be an unbound reproducible copy. Proposals shall be received no later than **3:00p.m. on Monday, November 6, 2017**, at the following address:

*City of Goleta  
 Neighborhood Services & Public Safety Department  
 Attn: JoAnne Plummer, Parks & Recreation Manager  
 130 Cremona Drive, Ste. B  
 Goleta, CA 93117*

Late submittals will be rejected and returned.

### A. Proposed Project Schedule

The following proposed schedule is subject to change:

RFP Issued	October 6, 2017
Deadline for Proposal Submission	November 6, 2017
Consultants selected for Interviews	November 9, 2017
Interviews Conducted	November 16, 2017
City Council Award of Contract	December 19, 2017
Presentation of Final Report to Parks & Recreation Commission	December 2018
Presentation of Final Report to City Council	January 2019

### C. Proposal/Qualifications Property

All submitted Proposals/Qualifications become the property of the City upon submission.

**D. Non-Commitment of the City**

This RFP/Q does not commit the City to select a consultant, to pay any costs incurred in the preparation of a proposal for this request, or to produce or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to modify or cancel in part or in its entirety the RFP/Q if the City determines it is in the best interest of the City to do so.

**E. Inquires**

Inquires concerning this RFP should be directed by email only to:

JoAnne Plummer, Parks & Recreation Manager

Email: [jplummer@cityofgoleta.org](mailto:jplummer@cityofgoleta.org)

**Note: The City reserves the right to amend the RFP/Q by Addendum.**

Project Name:

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
(Insert Name of CONSULTANT or CONTRACTOR)**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this \_\_\_\_ day of \_\_, 20\_\_, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **CONSULTANT NAME**, \_ (herein referred to as "CONSULTANT").

**WHEREAS**, the CITY has a need for professional \_ services for \_ Project; and

**WHEREAS**, the CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and

**WHEREAS**, the CITY noticed a request for proposals and/or qualifications for professional \_ services through a competitive bid process (GIVE BACKGROUND OF SELECTION PROCESS – OPEN BID, SHORT LIST, ETC); and

**WHEREAS**, the CONSULTANT was selected based on \_\_\_\_ (LOWEST MOST RESPONSIVE BID, SELECTED FROM THE SHORT LIST, ETC);

**WHEREAS**, the City Council, on this \_\_\_\_ day of (month), 20\_\_, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

**I. RETENTION AS CONSULTANT**

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

**II. DESCRIPTION OF SERVICES**

The services to be performed by CONSULTANT are as follows:

Professional \_ services in conjunction with \_. Services shall generally include \_, as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A." <or> as follows: (If brief, list scope of work here).

### III. COMPENSATION AND PAYMENT

**A. Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT SHALL NOT EXCEED the sum of \$ (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:**

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until \_\_\_\_\_, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

**B. Payment.** CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

### IV. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to in advance. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

### V. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is \_\_. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

CITY shall perform the services defined in Exhibit "A" <or> as follows:

### VI. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to \_\_, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services

shall be completed within \_\_\_\_\_ calendar days following the notice to proceed <or> according to the following schedule: \_\_\_\_\_ . <or> According to the schedule for delivery of services attached as Exhibit “C” and incorporated herein.

#### VII. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

#### VIII. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. \_\_\_\_\_ is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be subcontracted without the City's prior written consent.

#### IX. HOLD HARMLESS AND INDEMNITY

A. Hold Harmless for CONSULTANT's Damages. CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

B. Defense and Indemnity of Third Party Claims/Liability. CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

C. No Waiver. CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

## X. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating level of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of 1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10 with an edition date prior to 2004, or its exact equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37 with an edition date prior to 2004.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.

- e) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- h) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

#### XI. RELATIONSHIP OF consultant to city

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

#### XII. CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

#### XIII. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon \_\_\_\_\_ calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

#### XIV. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTs for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and CONSULTANTs.

#### XV. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

#### XVI. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

#### XVII. CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

#### XVIII. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural

and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

#### XIX. MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

#### XX. GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

#### XXI. NONDISCRIMINATION

CONSULTANT shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this AGREEMENT.

#### XXII. Taxpayer Identification Number

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

#### XXIII. Non-Appropriation of Funds

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

#### XXIV. Modification of AGREEMENT

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

#### XXV. Use of the term "CITY"

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

#### XXVI. Permits and Licenses

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.



**In concurrence and witness whereof**, this AGREEMENT has been executed by the parties effective on the date and year first above written.

**CITY OF GOLETA**

**CONSULTANT**

\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
By: \_\_\_\_\_, Title:

**ATTEST**

\_\_\_\_\_  
Deborah Lopez, City Clerk

\_\_\_\_\_  
By: \_\_\_\_\_, Title

**APPROVED AS TO FORM**

\_\_\_\_\_  
Winnie Cai, Deputy City Attorney