



REQUEST FOR PROPOSALS (RFP)

**The City of Goleta Planning & Environment Review
Department invites submission for
Full Service Building Services**

**Date Issued:
April 8, 2019**

**Deadline for Submissions:
April 30, 2019 at 4 PM**

Contact:
City of Goleta
Planning & Environmental Review Department
Lisa Prasse, Current Planning Manager
130 Cremona, Suite B
Goleta, California 93117
805-961-7542
lprasse@cityofgoleta.org

INTRODUCTION

The Planning and Environmental Review Department (PER) of the City of Goleta is soliciting Proposals from qualified consultant firms to provide complete municipal Building Services. The City of Goleta currently uses a third-party consulting firm to provide all aspects of municipal Building Services, including, but not limited to Building Official, counter assistance, plan check, and building inspections. Building Services are currently provided on-site to the City four (4) days per week (Monday - Thursday) between the hours of 8 am – 4 pm with the Building Official or designee onsite one day per week. At a minimum, the City desires to maintain this level of staffing.

The City is anticipating entering into an Agreement for Building Services for a minimum of five years with the ability to extend the contract for additional time periods (length to be determined).

BACKGROUND INFORMATION

The City of Goleta is located on the south coast of Santa Barbara County, approximately eight miles west of the City of Santa Barbara and adjacent to the University of California, Santa Barbara. The City is suburban in character and encompasses about 7.9 square miles with an estimated population of 31,949 residents (California Department of Finance, January 1, 2018). A portion of the city, including its 2-mile Pacific Ocean shoreline, is within the California Coastal Zone.

SCOPE OF SERVICES

In addition, to the duties listed below, Building Services are expected to continue to be provided Monday – Thursday between the hours of 8 am – 4 pm. The selected Consultant(s) will report to, and operate under the direction of the City of Goleta Planning and Environmental Review Department (PER) Director, and shall provide municipal Building Services noted below:

1. Building Inspections performed by Certified Building Inspectors - Duties shall include:
 - a. Combination Residential inspections of all types;
 - b. Combination Non-residential inspections of all types;
 - c. Back up Counter staffing as needed; and
 - d. Assist with Code Compliance issues as warranted.

2. Plan Check Services performed by Certified Plan Examiners - Duties shall include:
 - a. Provide residential plan check review services, including but not limited to architectural, life safety, accessibility, green building, energy efficiency/conservation, storm water/NPDES, grading, structural, mechanical, electrical, and plumbing;

- b. Provide non-residential plan check services (inclusive of City projects), including but not limited to architectural, life safety, accessibility, green building, energy efficiency/conservation, storm water/NPDES, grading, structural, mechanical, electrical, and plumbing;
 - c. Provide tenant improvements (including signage) plan check review including but not limited to architectural, life safety, accessibility, green building, energy efficiency/conservation, storm water/NPDES, grading, structural, mechanical, electrical, and plumbing; and
 - d. Perform over the counter review as warranted.
3. Permit Technician(s) – Duties shall include:
 - a. Provide counter reception;
 - b. Accept plan checks for review, process plans and permits, coordinate and issue permits;
 - c. Assist in permit routing and coordination of permits and plans to internal City departments and to outside agencies involved in land development;
 - d. Calculate permit fees;
 - e. Prepare monthly/quarterly reports regarding building plan check and building permit issuances;
 - f. Prepare building documents and plans for image scanning; and
 - g. Monthly document the number of residential units completed, including Accessory Dwelling Units, for reporting to the State of California.
4. Certified Building Official – Duties shall include:
 - a. Provide oversight of the City’s Building and Safety Division;
 - b. Represent the City as the its Building Official while interfacing with the public and other agencies;
 - c. Coordinate and interface with other departments and agencies as may be required, including but not limited to Planning, Public Works, Code Compliance, Santa Barbara County Fire Department, Santa Barbara County Air Pollution Control District, etc.; and
 - d. Monitor trends, legislation, and standard practices and advise the PER Director on appropriate Building and Safety codes, policies, procedures, and practices to adopt.
5. Miscellaneous Services
 - a. Provide an on-call building inspector that is available to respond after normal business hours and on weekends to emergency situations, such as a structure fire or a vehicle damaging a structure;
 - b. In the event of a local, regional, or national emergency or disaster, provide Building Official and supplemental building inspection services as required to appropriately respond to the emergency including after regular business hours;
 - c. Prepare and process updates to the Building Code and related codes every three years or as otherwise required;

- d. Provide any other services as may be necessary for administration and enforcement of the California Building Code and related codes, and application provisions of the Goleta Municipal Code;
- e. Assist with and implement new procedures and processes, such as the permit tracking system;
- f. Construction management of City projects as needed; and
- g. Any other duties mutually agreed upon between the Consultant and the City.

PROPOSAL

The Proposal should include the following information:

1. **Cover Letter:** Indicated interest and commitment to perform Building Services for the City of Goleta. Include contact information (physical address, telephone, and email address) for the primary person responsible for the RFP, who will be the point of contact for the City on all correspondence and communications.
2. **Relevant Experience:** Provide a list of cities to which the Consultant has provided a similar scope of services during the last five years. Discuss the Consultant'(s) uniqueness to best perform the needed Building Services for the City.
3. **Approach:** This section should include:
 - a. Consultant's understanding of the services the City requires;
 - b. Describe how the Consultant would deliver/approach the provision of Building Services, including all plan check and inspection services for the City of Goleta; and
 - c. Identify Consultant's approach for handling and/or resolving issues that may arise in the field or at the Counter in the course of providing the Building Services.
4. **Key Team Member Summary:** Identify key team members of the Consultant(s) who are expected to assist the City of Goleta in providing Building Services.
5. **Qualifications and Experience:** Provide:
 - a. The qualifications of the Consultant firm and the personnel to be assigned to perform the Building Services. Qualifications should focus on experience, degrees, registrations, and certifications that the key personnel bring to the team. The Building Official shall have a bachelor's degree in a related field and be a Certified Building Official. The Plans Examiner(s) and Inspector(s) must be ICC certified or equivalent;
 - b. The firm's approach to plan check services, including the turnaround time on plan checks for each submittal;

- c. The firm's experience with provision of Building Services as demonstrated by providing a list of cities where Building Services have been provided;
 - d. The firm's experience and the experience of team members with community sensitivities of the Goleta area;
 - e. Describe the firm's experience working in a mixed City staff/consultant environment and methods utilized to ensure a close and positive working relationship with City staff;
 - f. The firm's experience in providing Building Services in the local area (not required, but highly desirable); and
 - g. Any other relevant service that the firm provides that may not have been identified in this RFP.
6. **Cost and Hours of Service:** Provide:
- a. Compensation schedule for the base services to be provided. Base compensation will preferably be determined as a percentage of fee collected. The base compensation will preferably include all plan check, inspections, and counter service;
 - b. Provide an hourly compensation schedule for additional services and tasks, including but not limited to additional in-office Building Service hours, construction management of City projects, etc. Discuss any fee escalators for hourly rates, such as an annual CPI adjustment;
 - c. Provide information on any services offered for modified or additional fees separate from the fees mentioned above, such as excessive plan checks beyond the first two or three rounds, expedited plan check, any related services offered but not identified in this RFP, etc.; and
 - d. Provide proposed number of in-office hours for Building Permit Technician(s), Building Inspectors, and Building Official.
7. **Transition Period:** If a new consultant is selected, describe the steps to be taken to ensure a smooth transition and minimization of impacts on customer service and business operation. Describe your experience with this type of transition and what methods you use to effectively manage this process.
8. **References:** Provide a list of a least three references in relation to the performance of the full range of Building Services as outlined in this Request for Proposals.
9. **Professional Services Agreement:** Provide a statement that you have reviewed the Standard Professional Services Agreement and that your firm will be able to provide the required insurance in the amount, types, and endorsements. Alternatively, if there are provisions within the City's Standard Contract, including insurance requirements, that are not acceptable to your firm, please indicate what provisions those are and why, and what substitution your firm would suggest.

SUBMITTAL OF MATERIALS

Three paper copies and one electronic copy of the Response must be received by the City (not just postmarked) no later than 4:00 p.m. on April 30, 2019. Responses should be addressed to:

Lisa Prasse, Current Planning Manager
City of Goleta Planning and Environmental Review Department
130 Cremona Drive, Suite B,
Goleta, California, 93117

Please call or email Lisa Prasse, Current Planning Manager, if you have any questions at (805) 961-7542 or lprasse@cityofgoleta.org.

EVALUATION & ANTICIPATED SCHEDULE

In responding to the RFP, consultants are expected to have extensive experience with Building Services. In selecting the consultant or project team, the following factors will be considered in evaluating the response to this RFP:

- Consultant(s) Qualifications and Experience
- Qualifications of Project Manager/Building Official and Key Personnel
- Project Management Approach
- Staffing Capacity
- Satisfaction of Previous Clients
- Cost/Cost Sharing Proposal
- Proposed Building Services Hours
- Plan Check Turnaround Times

The tentative schedule is as follows:

April 8, 2019	RFP Issued
April 30, 2019	Proposals Due by 4 pm
April 30 – May 10, 2019	Evaluation of Proposals
May 13- May 31, 2019	Interviews with selected consultants and decision
June 18, 2019	Contract approval by the City Council
July 1, 2019	Contract Start Date

ADDITIONAL INFORMATION

All responses to this RFP will become the property of the City of Goleta. All proposals are public record and will be made available to the public for review upon request. All

data, documentation and reports used or developed during the project will remain the property of the City or in the public domain upon completion of the project.

The City will review and evaluate all proposals. The City reserves the right to request one or more oral interviews of any respondents prior to the final selection. The City assumes no liability for any costs associated with the preparation, submission, or presentation of the proposal or oral interview. Proposers are liable for errors and omissions contained in their proposals.

The City reserves the right to reject any and all proposals, to request additional information concerning any proposals for the purpose of clarification, to accept or negotiate modifications to any proposal following the deadline, to waive any irregularities, if doing so would serve the interest of the City, to amend and/or reissue the RFP, and/or to discontinue or reopen the process at any time. The City retains sole discretion to evaluate proposals and make an award to the proposer that the City deems to have the most responsive proposal. The City reserves the right to negotiate all final terms and conditions of any contract as necessary to more closely match City needs.

ATTACHMENTS

Standard Agreement for Professional Services

**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 18TH day of June, 2019, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **(Insert CONSULTANT'S NAME), (Insert Legal Business Entity)** (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional Building and Safety services;
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 procured these services in compliance with Goleta Municipal Code Section **(Insert applicable Municipal Code Section)** through an request for proposal process; and

WHEREAS, CONSULTANT represents that they are sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the CITY.

WHEREAS, the City Council, on this 18th day of June, 2019, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

1. 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.

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Building and Safety Services for the CITY and shall generally include support to the CITY for plan checking, building inspections,

customer service, on-call support as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

3. 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 **\$(Insert agreement amount)** (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 June 30, 2024, 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.

4. 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 writing in advance of the incurrence of extra services by CONSULTANT. 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.

5. 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 Peter Imhof, Director of Planning and Environmental Review Department. 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.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to June 30, 2024, 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.

7. 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.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. (Insert Consultant's Project Manager) 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 assigned or subcontracted without the City Manager's prior written consent.

SELECT APPLICABLE LANGUAGE FOR SECTION 9

9. 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.

10. 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 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 00 01 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.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$2,000,000 per claim and in the aggregate.

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 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, or its equivalent.
- 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) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) 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.

- f) 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.
- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) 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.
- i) 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.

11. 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.

12. 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.

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

22. 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.

23. 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.

24. USE OF THE TERM "CITY"

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

25. 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.

26. CAPTIONS

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

27. AUTHORIZATION

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

28. ENTIRE AGREEMENT BETWEEN PARTIES

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

29. PARTIAL INVALIDITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention: Michelle Greene, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO CONSULTANT: (Insert Consultant's Name & Contact information)

31. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

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, Assistant City Attorney

**** IMPORTANT PLEASE READ BELOW REGARDING SIGNATURE REQUIREMENTS**

A) Corporation

1. Operations: Signature from chairman of the board, president or vice president; and
2. Finance: Signature from the secretary, assistant secretary, chief financial officer or treasurer.

B) Limited Liability Company

1. One or two managers

C) General Liability Partnership or Limited Liability Partnership

1. Signature from one general partner

D) Sole Proprietor

1. Signature from the individual