REQUEST FOR PROPOSALS (RFP)

The City of Goleta Planning and Environmental Review and Public Works Departments invite submission for:

Vehicle Miles Traveled (VMT) CEQA Thresholds

Date Issued:
October 23, 2019

Deadline for Submissions:
November 13, 2019
3:00 PM

Contact:
City of Goleta
Planning & Environmental Review Dept.
Lisa Prasse, Current Planning Manager
130 Cremona Drive, Ste. B
Goleta, CA 93117
805-961-7542
lprasse@cityofgoleta.org
A. INTRODUCTION

The Planning and Environmental Review Department (PER) of the City of Goleta is soliciting Proposals from qualified consultant firms to prepare Vehicle Miles Traveled (VMT) CEQA Thresholds in accordance with Senate Bill 743. This effort will require coordination with the City of Goleta’s Planning and Environmental Review and Public Works (PW) Departments. This document includes background information, outlines the proposed scope of work for the project, details the submission in response to this RFQ/RFP, and explains the consultant selection process.

B. 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 (UCSB). The City is suburban in character and encompasses about 7.9 square miles with an estimated population of 32,759 residents (California Department of Finance, January 1, 2019). Goleta is the fourth largest city in Santa Barbara County.

The City experiences large influx of commuters during the day given the proximity of UCSB and the many companies operating near and within its boundaries. Some of the companies that either have headquarters in Goleta or have a large presence include Raytheon, Goggle, Flir, Log Me In, and Decker’s Outdoor Corporation. As Goleta has limited housing stock with high prices, many workers commute into Goleta each day from either the north County area (Santa Maria/Lompoc) or from Ventura County (Ventura/Camarillo/Oxnard).

A portion of the city, including its 2-mile Pacific Ocean shoreline, is within the California Coastal Zone. The City of Goleta is situated in the western portion of the Goleta Valley. The Goleta Valley is a broad, flat alluvial plain bordered on the south by the Pacific Ocean and on the north by the foothills and terraces of the Santa Ynez Mountains.
C. SCOPE OF SERVICES

The purpose of this RFP is to obtain the services of a well-qualified consultant firm/team to development VMT Significance Thresholds and associated tasks for implementation of SB 743. The City will continue to use Level of Service metrics in parallel with the VMT CEQA standards for project review based on existing General Plan/Coastal Land Use Plan (GP/CLUP) provisions. The scope of services needed include:

1. Development of methodology for measuring total VMT and/or any other appropriate VMT metric (such as per home-based VMT per capita, home-based work VMT per worker, etc.) and establishing a ‘baseline’ year based on a method supported by the State of California Office of Planning and Research (OPR) in the implementation of SB 743 guidelines. This methodology should present linkage of VMT to existing and proposed land uses as described in the Land Use and Circulation Elements of the Goleta GP/CLUP. The Consultant should explore and depict existing practices and methodologies utilized by cities similar in context, size and character to Goleta and outline any adjustments that should be made to the City’s Existing Transportation Model;

2. Development of VMT CEQA thresholds for existing and proposed land uses described in the Land and Circulation Elements of the GP/CLUP. The City anticipates that the thresholds will be developed based on average VMT generation by land use type indicated by travel model data with the Transportation Demand Management (TDM) strategies available to reduce VMT as mitigation, as documented by State agencies and best practice research. Thresholds will then be refined through application of specific TDM measures;

3. Identification of either an existing tool (such as CalEEMod) that might be available for VMT estimation or development of an interactive VMT evaluation tool for incoming development projects to preliminarily identify VMT impacts based on land use type
and VMT reduction strategies, including multimodal infrastructure improvements, number of parking spaces provided and TDM programs to be instituted as part of a project;
4. Review of the City’s Transportation Model and identification of modifications that might be needed based on VMT Thresholds;
5. Identification of potential mitigation measures to reduce VMT by project type and/or develop a methodology to calculate the reduction in impacts based on mitigation measures; and
6. Provision of PER and PW staff training of VMT thresholds implementation tools.
7. Provide tracking methodologies for the effectiveness of VMT reduction strategies.

D. AVAILABLE RESOURCES

The following documents and data are readily available for reference:

1. Goleta’s General Plan/Coastal Land Use Plan;
2. City’s existing Transportation Model;
3. OPR’s SB 743 Guidance Documents; and
4. Santa Barbara County Council of Governments 2016 county-wide VMT analysis

E. PROPOSAL

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

1. 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 with a phone number, and mail and mailing addresses provided.

2. General Qualifications
   Provide a summary of the Consultant’s qualifications, general information about the firm, location of office(s), years in business and areas of expertise. Provide a brief description of projects that involved a similar scope of services.

3. Key Staff & Subconsultants
   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 and 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.

4. **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 thresholds. 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 similar projects prepared by the firm or proposed team. Consultant shall also include a schedule of work, including benchmarks and milestones.

5. **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. Please do not include the City of Goleta as a reference.

6. **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 and labor costs. The cost proposal shall be submitted in a separate sealed envelope.

7. **Professional Design 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 Agreement, 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.

E. **SUBMITTAL OF MATERIALS**

Four paper copies and one electronic copy of the Response must be received by the City (not just postmarked) no later than 3:00 p.m. on (insert date). The cost proposal must be submitted in a separate sealed envelope. 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
Late submittals will be rejected and returned. Please call or email Lisa Prasse, Current Planning Manager, if you have any questions at (805) 961-7542 or lprasse@cityofgoleta.org.

G. EVALUATION AND ANTICIPATED SCHEDULE

The proposals will be evaluated and ranked by the City. In selecting the consultant or project team, the following factors will be considered in evaluating the response to this RFP:

1. Knowledge, qualifications, and experience of Project Manager and Key Staff
2. Experience and demonstrated competence on similar projects
3. Understanding of and vision for the project scope
4. Cost effectiveness
5. Understanding of the City of Goleta and region
6. Schedule
7. References

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.

The tentative schedule is as follows:

October 23, 2019
November 13, 2019
Nov. 14, 2019 – Nov. 22, 2019
Late Nov./Early Dec. 2019
December, 2019
January 6, 2019 or sooner
RFP Issued
Proposals due by 3 pm
Evaluation of Proposals
Interviews with selected consultants and decision
Contract approval
Contract Start Date

H. General Information

1. All responses 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.

2. 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.

3. 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.

4. The City reserves the right to amend the RFP by addendum.

I. ATTACHMENTS

A -Sample Agreement for Professional Services

---End of RFP---
Attachment A

Sample City Contract Document
AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF GOLETA
AND
(Insert Name of CONSULTANT)

This AGREEMENT FOR PROFESSIONAL DESIGN 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 (Insert CONSULTANT’S NAME), (Insert Legal Business Entity) (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional traffic engineering services for Vehicle Miles Traveled (VMT) Thresholds 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 procured these services in compliance with Goleta Municipal Code Section 3.05.240 by an Request for Proposal process;

WHEREAS, the City Council, on this _____ day of ________, 20____, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

Or

WHEREAS, the City Manager approved this AGREEMENT pursuant to Goleta Municipal Code section 3.05.240.

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 (Insert services to be provided) Services in conjunction with VMT Threshold project. Services shall generally include (Insert services to
be provided) 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).

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 (Insert
agreement expiration date), 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 Lisa Prasse, Current Planning Manager, 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 (Insert agreement expiration date), 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. If Needed: 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.

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.
9. **HOLD HARMLESS AND INDEMNITY**

(a) **Indemnification and Defense for Professional Service.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

(b) **For All Other Liabilities.** Notwithstanding the foregoing and without diminishing any rights of CITY, for any liability, claim, demand, allegation against CITY arising out of, related to, or pertaining to any act or omission of CONSULTANT, but which is not a design professional service, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the CITY, except for the sole or active negligence of, or willful misconduct of the CITY.

(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 general 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 $1,000,000 per claim.

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 CONSULTANT’s 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. NONDISCRIMINATION

CONSULTANT shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.
22. **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.

23. **NON-APPROPRIATION OF FUNDS**

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexpired 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.

24. **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.

25. **USE OF THE TERM “CITY”**

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

26. **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.

27. **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.

28. **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.
29. **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.

30. **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.

31. **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)

32. **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