



REQUEST FOR PROPOSALS FOR

**Professional Polling/Public Opinion Research Services**

Date Issued: November 4, 2019

Deadline for Submission: November 25 at 4:00 PM

City of Goleta  
Finance Department  
Luke Rioux, Finance Director  
130 Cremona Drive, Suite B  
Goleta, CA 93117  
Tel (805) 562-5508  
Email: [lrioux@cityofgoleta.org](mailto:lrioux@cityofgoleta.org)

## **I. INTRODUCTION**

The City of Goleta ("City") is seeking proposals from qualified firms to research and test the public opinion about the creation of a sales tax revenue measure for the November 2020 ballot.

## **II. BACKGROUND**

The City of Goleta is located on the Central Coast of California just north of Santa Barbara. Incorporated in 2002, the City has the warmth and charm of a small town. Beaches and well-maintained parks and open spaces add to its attraction. Contributing to this young community's outstanding quality of life are the City's low crime rate, mild coastal climate, and desirable location. The current population is just over 30,000. Residents enjoy several distinct neighborhoods, each with its own character. Goleta elementary and secondary schools have a reputation for high academic achievement and excellent instruction. The University of California at Santa Barbara, located to the south of the City, is a world class public university. The City Council consists of four members elected at-large to four-year terms, and a Mayor elected for a two-year term. The City is comprised of the following departments: General Government (which includes the offices of City Manager, City Attorney and City Clerk) Finance, Public Works, Planning and Environmental Review, Neighborhood Services and Public Safety, and Library.

The City has identified high priority Capital Improvement Projects, new programs and services, and existing facilities maintenance items that do not have any (or sufficient) revenue to support them. They will remain unfunded if new revenue sources cannot be obtained. For example, there are several infrastructure programs needing a revenue source to address deferred maintenance and prevent future costly improvement projects, as well as underfunded city services including library, recreation and community center services. Exploring new revenue sources is a primary objective in order to maintain current service levels while also meeting the demand of the City's growing priority infrastructure needs.

## **III. PURPOSE OF THE REQUEST**

The purpose for this Request for Proposals (RFP) is to evaluate qualified firms for providing all services necessary to conduct a public opinion survey, evaluate the probability of voter approval of a sales tax revenue ballot measure, and present data to provide guidance on strategies for placing a sales tax revenue measure on the ballot.

Qualified firms are asked to prepare a proposal that addresses all tasks as outlined below. City expects consultant to initiate and complete work between January and April 2020.

#### **IV. SCOPE OF WORK**

The Scope of Work will encompass working with City staff, attending various public meetings, conducting a statistically valid survey, measuring survey results and assessing data, developing recommendations for next steps with City staff, and preparing a final report. The selected consultant's proposed Work Plan and Schedule will form the basis for negotiations of a final Scope of Work for the Professional Services Agreement.

A draft report with an executive summary shall be issued to the City Manager and Finance Director and other staff as determined by the City Manager. The document shall include the summary of findings and recommendations as identified in the Scope of Work. Any other documentation prepared by the consultant shall be provided to the City in electronic format.

A final report shall be issued following staff comments on the draft. In addition, City staff may require a presentation to the City Manager, Finance Director, and/or City Council or other City representatives. The report should provide sufficient information for policy decisions regarding operational and service options. Four (4) copies of the final report will be required along with an electronic copy.

##### **Polling and Public Opinion Research Services**

1. Development of the survey instrument proposed for voter opinion poll and the methodology to be employed for a statistically valid sampling of the registered voters. The survey must be made available in English and Spanish.
2. Process of conducting and interpreting the public opinion poll, including the sample size based on the City of Goleta demographics. Include methods used to mitigate language barriers.
3. Coordination with the City to assess the results of the public opinion poll; discuss implications, related issues and alternatives.
4. A draft and final written report and presentation of results. The final report shall include at a minimum the framework and methodology used; the tabulation of all calls and/or contacts made as part of the survey (refusals, disconnected numbers, busy lines, unanswered calls, number of attempts, communication barriers and age issues); the tabulation of survey results, key findings, and detailed findings; and conclusions and recommendations.
5. If the City moves forward with placement of November 2020 revenue ballot measure in July/August 2020, the scope of work also includes assistance in developing ballot measure and ordinance language.

## V. PROPOSAL SUBMITTAL FORMAT

All submittals shall be from a Consultant that has demonstrated experience in producing and conducting statistically reliable polling surveys for California sales tax revenue ballot measures. Submittals shall be organized in the format shown below.

### Submittal Cover

Include the Request for Proposal title and submittal due date, the name, address, fax number, and the telephone number of the principal firm and contact

### Table of Contents

Include a complete and clear listing of headings and pages to allow easy reference to key information.

#### 1. Transmittal Letter

The letter must convey a basic understanding of the prospective project and its key objectives and an overview of the Project team. The letter must state why the candidate is interested in pursuing the project, how the project relates to other work the candidate has successfully performed, consultant philosophy as it pertains to public opinion polls, and why the candidate should be selected. The letter should be signed both by the principal contact for a potential award and the letter's signatory must be the person authorized to bind the firm to any subsequent contract with the City.

#### 2. Team Qualifications and Experience

Provide a clear description of the principal firm's Project Manager and the proposed team with names, resumes, project responsibilities and proposed staffing numbers. Provide a list of all successful ballot measures that have been performed. Experience listed should be from the last three to five years with projects relevant to the Scope of Work in this Project. Each listed experience shall have a Project Manager listed as a reference with name(s) and current telephone number(s). The listed experience should distinguish between the experience and projects of the firm and the individuals.

#### 3. Example of Most Recent Work and References

Provide three examples of the most recently completed public polling surveys, reports, and education campaign/materials from other cities along with contact information for public agency references.

#### 4. Work Plan and Schedule

Consultant shall provide a work plan identifying the major tasks and subtasks anticipated by the Consultant associated with the completion of the guidance package. Include a schedule showing the timeline and description of the individual or firm's resources that allow a timely delivery of service.

5. Cost Proposal/Schedule of Fees  
Provide an all-inclusive cost proposal for all proposed services, including partnering firms total cost and incidental expenses and a not-to-exceed amount. Provide the hourly rates of individual or firm's staff. Provide a breakdown of cost by task categories. Include a rate sheet for any use of subcontractors, if appropriate.
6. Professional Services Agreement and Insurance  
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 Professional Services 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. A copy of this agreement is provided as Attachment A.
7. Other  
Additional information the proposer may feel will strengthen the proposal or be of interest to the City.

## **VI. EVALUATION AND SELECTION PROCESS**

Each proposal will be reviewed to determine if it meets the submittal requirements contained with this RFP. Failure to meet these requirements may be cause for rejection of a proposal. A City selection committee will evaluate each proposal. Final selection may be based on the proposal as well as any supplemental information requested by the selection committee, in its sole discretion, or obtained through interviews if requested. The City will select the most qualified firm with which to negotiate a contract. Proposals will be evaluated based on a combination of factors, such as, but not limited to: responsiveness and comprehensiveness of the firm's proposal, past experience with similar projects, approach to this project, and information obtained from references. Although cost is a significant factor, it will not be the dominant factor. The City reserves the right to continue negotiations after submissions of the proposals.

If a clear choice is not evident, interviews may be scheduled with the highest ranking firms. Contract negotiations will begin immediately with the first choice candidate after evaluation process.

## **VII. PROPOSAL SUBMISSION REQUIREMENTS AND PROPOSED SCHEDULE**

Please email an electronic PDF copy, and mail three (3) bound copies of your proposal at your earliest convenience, but no later than Tuesday, November 25, 2019 at 4:00 PM. Proposals shall be clearly marked "POLLING/PUBLIC OPINION RESEARCH SERVICES PROPOSAL" and enclosed in a sealed envelope.

Proposals may be hand delivered or mailed to:

City of Goleta  
Attn: Luke Rioux, Finance Director  
130 Cremona Drive, Suite B  
Goleta, CA 93117

Email an electronic PDF copy to [financegroup@cityofgoleta.org](mailto:financegroup@cityofgoleta.org).

All inquiries and responses to this proposal shall be submitted in writing by email to Luke Rioux, Finance Director, at [lrioux@cityofgoleta.org](mailto:lrioux@cityofgoleta.org). Such contact shall be for clarification purposes only. The city must receive all questions no later than November 14, 2019. Material changes, if any, to the scope of services or proposal procedures shall only be transmitted by written addendum and posted on the City's website ([www.cityofgoleta.org](http://www.cityofgoleta.org)).

### **Proposed Schedule**

Dates are subject to change. We will make every effort to administer the proposal process in accordance with the terms and dates outlined below. However, we reserve the right to make changes to the schedule.

<b>Date</b>	<b>Activity</b>
November 4, 2019	Request for Proposal Issued
November 14, 2019	Deadline for Submission of Questions
November 25, 2019	Deadline for Proposals (due by 4:00pm)
November 26-27, 2019	Proposals evaluated
December 17, 2019	Date for Approval or Award by City Council

## **VIII. ADDITIONAL INFORMATION**

All responses to this RFP will become the property of the City of Goleta. All proposals and any subsequent contract will be subject to public disclosure per the "California Public Records Act," California Government Code, sections 6250 – 6270, once the City has awarded the contract resulting from this solicitation.

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 cost incurred by any firm in the preparation of its proposal in response to this RFP, or presentation of the proposal or subsequent interview(s), nor for obtaining any required insurance.

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.

**IX. ATTACHMENTS**

Attachment A: City of Goleta Professional Services Agreement

Project Name: **(INSERT PROJECT NAME)**

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

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 **(Insert CONSULTANT'S NAME), (Insert Legal Business Entity)** (herein referred to as "CONSULTANT").

**WHEREAS**, the CITY has a need for professional **(Insert Services to be provided)** services for **(Insert Project)** 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 **(Insert applicable Municipal Code Section)** by **(Insert selection process - open bid, short list, etc.)**.

**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 (Insert City project name) 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 **(Insert Project Manager name)** 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. 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) **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 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 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. 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, 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.

**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,



**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