

Request for Proposals
**Federal and State Legislative
Advocacy and Consulting Services**

WATSONVILLE.GOV



Watsonville
CALIFORNIA



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1. Summary

NOTICE IS HEREBY GIVEN that the City of Watsonville ("City") is issuing this Request for Proposals("RFP") to solicit responses from qualified individuals or firms to provide Federal and/or State Legislative Advocacy and Consulting Services. The selected firm will be tasked with providing analysis and advice on legislative issues, monitoring legislative developments, developing strategies, identifying funding opportunities and advocating for the City's priorities and interests per the City's Legislative Platform (Attachment A).

The City reserves the right to reject all proposals and to waive any minor informalities or irregularities contained in any proposal. Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter a contract.

The contract award, if any, will be made to the firm or firms who, in the City's sole discretion, are best able to perform the required services in a manner most beneficial to the City. The City is inviting proposals for advocacy and lobbying services at both the Federal and State level, either separately or combined. The City reserves the right to select one or two firms for this purpose.

A. Background

The City of Watsonville operates as a general law city, following the council/manager form of government. Situated in southern Santa Cruz County, Watsonville is a thriving community with a population of 51,199 according to the last census. Notably, at least 81% of the city's population identifies as Hispanic. Watsonville is known all over the world for its long and rich heritage as a center for agriculture – especially berries. Watsonville is also a proving ground for entrepreneurs and businesses from all types of industries and emerging technologies. Its central location nestled between the Monterey Bay and the Santa Cruz mountains, offers growing companies quick and easy highway access. Watsonville's location is topped only by its ideal climate and the rustic, small town charm of a close-knit rural community.

The city is a "full-service city" and provides many services. These services include police and fire protection; code enforcement, solid waste, water and sewer service; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; library services and a full range of recreational and sports programs.

2. Scope of Work

The selected firm shall provide a comprehensive range of federal and/or state legislative advocacy and consulting services, including (and further explained in Exhibit A) but not limited to:

- Represent the City before the federal and/or state Legislature – including legislators, committees, and staff.
- Identify, analyze, monitor and report on federal and/or state legislation, budget proposals and regulations that potentially impact the operations, program funding levels, or strategies of the City and its Departments.
- Establish, strengthen, and maintain relationships with the Governor's Office, the U.S. Congress, federal and/or state departments, and agencies. Serve as a reliable and consistent conduit of information.
- Assist in drafting materials and securing bill sponsors in order to advocate the City's Legislative Platform (Attachment A), including, but not limited to, position letters, new legislation, regulatory and legislative amendments, and other informational documents.
- Accurately and persuasively advocate the City's policy goals and objectives in Sacramento and Washington, D.C.; this includes communicating the City's legislative programs and concerns to appropriate elected representatives, committees and other federal and/or state agencies, as well as testifying on behalf of the City.
- Assist in developing strategies to manage potential legislative and regulatory impacts, while supporting the City's legislative program; this includes coordinating with the City's industry associations groups, the county, and local agencies in order to maximize efforts.
- Educate the appropriate legislators, legislative staff, state and/or federal agencies, as well as the Governor's office, on legislative impacts to the City and other concerns.
- Facilitate and participate in meetings with key federal and/or state legislators, the Governor's Office, and state agencies to influence outcomes of legislation, as needed.
- Participate in City conference calls and meetings by providing legislative updates, analyses, and strategic direction, as needed.



- Identify state programs that provide funding for the City's activities, including preparing and presenting grant applications and facilitating the application process, as needed.
- Assist in reporting lobbying activities to the Secretary of State.
- Assist in coordinator an annual legislative event with the City, state and/or federal legislators and other key partners.
- Deliverables and work products should be furnished in a timely, cost-effective manner and may include but are not limited to:
 - Periodic reports highlighting developments in Sacramento and/or Washington, D.C.
 - Periodic reports of advocacy activity, meeting participation, and accomplishments.
 - Analyses of federal and/or state budgets, legislation, and regulations.
 - Annual reports to the City Council, as needed.
 - Regular visits to Washington, D.C. and/or the State Capitol for Council and City staff, as needed.
- Assist the City in reviewing and modifying the City's Legislative Platform (Attachment A) annually as necessary.
- Quarterly reporting of lobby activities to the Secretary of State.
- Copies of all correspondence, testimony, applications and papers given on behalf of the City.



3. RFP Process

This RFP, subsequent addendums, and all attachments are available online at the City of Watsonville’s website at www.watsonville.gov.

A. Schedule

The following are key deadlines in this RFP process; dates are subject to change at the discretion of the City.

City releases RFP	April 12, 2024
Last day to submit questions	April 19, 2024
Proposals due	April 30, 2024
Interviews with successful bidders	May 8, 2024
Award Contract	July 1, 2024

B. Submittal

Firms are solely responsible for ensuring proposals are received by the City on or before the submittal deadline. Proposals must be received no later than 4:00 p.m. April 30th, 2024, at the following address:

City of Watsonville
Attn: Raunel Zavala,
Sr. Administrative Analyst
275 Main Street Suite 400
Watsonville CA 95076

An original copy must be signed by a representative authorized to bind the company. Proposals submitted only by email are not acceptable and will not be considered. The City is requesting firms to submit one original and two copies (one printed and one electronic).

Failure to comply with the requirements set forth in this RFP may result in disqualification. Proposals and/or modifications received after the hour and date specified above will not be considered. Submitted proposals may be withdrawn at any time before the submission time specified in this RFP, provided notification is received in writing before the submittal deadline. Proposals cannot be changed or withdrawn after the submittal deadline. No handwritten notations or corrections will be allowed. The responding firm is solely responsible for all costs related to the preparation of the proposal.

C. Questions

Questions regarding this RFP should be submitted in writing and directed to Raunel Zavala, via e-mail at raunel.zavala@watsonville.gov, no later than 5pm April 19, 2024. As necessary, responses to questions will be issued via an addendum.

D. Proposal Evaluation and Award

Proposals will only be considered from firms normally engaged in providing the types of products and services specified herein. The City reserves the right to inspect the Firm’s facilities, products, personnel, and organization at any time, or to take any other action necessary to determine the firm’s ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding firms and/or to award a contract without conducting interviews.

Evaluation will be made based on the criteria noted below. A recommendation of award or awards shall be made to the responsible firm or firms whose proposal(s) are determined to be the most advantageous to the City. The City will attempt to negotiate an agreement with the highest-ranking firm to provide the specified services. If these negotiations are unsuccessful, the City reserves the right to discontinue negotiations and commence negotiations with the next highest-ranking consultant. Nothing herein shall obligate the City to award a contract to any responding firm.

- A. Qualifications and experience relate to the scope of work in this RFP.
- B. Proposed Personnel - qualifications, professional experience, and skills of the firm overall and, in particular the proposed team members
- C. Ability to meet the requirements of the scope of services in this RFP.
- D. Client References – References and satisfactory record of performance
- E. Sample Work (innovation and ideas that will be used in effective lobbying to support City initiatives)
- F. Proposed Fee Structure/Cost of Services
- G. Ability to comply with the City’s standard Consultant Services Contract



All interested parties are encouraged to submit proposals to the RFP, as the award is not based solely on the lowest-cost proposal submitted. The total cost will be taken into consideration, but the Proposer's capabilities, competence, and capacity will be considered as well. The City reserves the right to choose the overall best firm or firms according to the City's criteria. The City, and its designated representatives, shall be the sole judge of its best interest, the proposal, and the resulting negotiated agreement. The City's decisions will be final.

The above factors, along with other factors that the City may deem appropriate, will be used to identify the proposal that represents the best value, which will be the basis for the contract award.

4. Proposal Requirements

All respondents are required to follow the format specified below. The contents of the submittal must be clear, concise, and complete. Each section of the submittal shall be titled according to the numbering and naming system shown below to aid in expedient information retrieval (NOTE: Respondents shall base their submittals on the "Scope of Work.")

The RFP response should describe how the delivery of services will be provided to City, including the location of the consultant's offices and the expected response time to City's requests.

The signatory shall be a person with official authority to bind the company.

A. Content

1. Cover Letter - The cover letter must be brief (two pages maximum) on Consultant Firm letterhead and at the minimum contain the following:

- Indicate if your proposal is to provide State only, Federal only, or State and Federal Advocacy and Lobbying services.

- Methods and Strategic Plan - Describe methods and plan for carrying out the Scope of Work. Include the consultant's time commitment to the City.

- Qualifications and Experience - This section shall contain the following: A description of the consultant firm's experience in providing Federal and/or State Legislative Advocacy and Consulting Services.

2. The name of the consultant firm's proposed personnel assigned to this contract. The consultant firm's and proposed personnel's experiences in the past five (5) years specifically related to the scope of work of this project. Experiences shall be listed consecutively with name of the City or agency the work was completed for.

3. List of Project Personnel - This list should include the identification of the contact person with primary responsibility for this contract and any supervisory personnel.

4. References - Provide a list of at least three (3) current public agency customers in California for whom you have provided comparable services. Please include the agency's name, telephone number, and email address of contact person.

The cost for preparing a proposal in response to the RFP is the responsibility of the Consultant.

5. At least one sample of Legislative platform, advocacy campaign or lobbying that resulted in positive outcomes.

6. List of rates and fee structure. Include any other additional expenses (the consultant will be expected to follow City's per-diem policy). Additional expenses will not be allowed unless specified in the proposal and agreed upon in the contract for services. Costs must be unbundled and listed separately. Provide a total "not to exceed" amount for the proposed contract.

5. Proposal Terms and Conditions

A. Contract and Insurance Requirements. The selected proposer shall be required to enter a city-prepared contract for consultant services approved by the City Attorney. See Attachment B for General Terms and Conditions. Proposers shall be prepared to accept the terms and conditions of the City's Standard Contract for consultant services, including all Insurance Requirements.

B. A City of Watsonville business license - All consultants must possess a City of Watsonville.

C. Tax Payer Identification Number and Certification (W-9) – Provide the City with a current W-9 form.

D. Term

The contract term for the required services is expected to be two (2) years; however, the term length is subject to change before the award of the contract.

E. Reservations

Additional information regarding RFP submittal, content, processes, and procedures is listed below:

1. All proposals will become the property of the City of Watsonville and will not be returned to consultants. Consultants are advised that all documents submitted with their proposals are public records open to inspection without redaction and are directed to California Government Code Section 6250 (Public Records Act), which is available on the State Internet site (www.ca.gov).

2. The City of Watsonville reserves the right to reject any and all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Request for Proposal, in whole or in part, or decide to award a contract to perform only some of the services outlined in this Request For Proposal, without liability, obligation, or commitment to any party, Consultant, or organization.

3. The City also reserves the right to request and obtain additional information from any candidate submitting a proposal and to negotiate the final scope of services with the selected consultant. The City is not liable for any costs incurred by consultants before the issuance of an agreement, contract, or purchase order. Costs of developing the proposals, oral presentations, or any other such expenses incurred by the consultant in responding to the RFP are entirely the consultant's responsibility. They shall not be reimbursed in any manner by the City of Watsonville. The city will furnish no materials or labor.



4. The City reserves the right to waive or permit the cure of minor informalities and/or insignificant mistakes, such as matters of form rather than substance, and to conduct discussions and negotiations with any qualified respondent in any manner deemed necessary by the City to serve its best interests. The City also reserves the right, based on its sole judgment and discretion, to award a contract based on the written proposals it receives without conducting discussions, interviews, or negotiations.

5. If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected.

6. The City reserves the right to obtain written clarification of any point in a consultant's proposal or to obtain additional information necessary to evaluate a particular proposal properly. Failure of a Consultant to respond to such a request for additional information or clarification may result in the rejection of the Consultant's proposal.

7. Failure to comply with these instructions, and the other specific provisions of the RFP, may result in the Consultant's proposal not being reviewed.

8. City of Watsonville reserves the right, without qualification, to select a Consultant for further discussions based solely on the content of the RFPs and relevant information obtained from others concerning the respondent's respective records of past performance.

9. The consultant's proposal shall not be made contingent upon uncertain events, which shall not have occurred until after the RFP is completed.

10. If it becomes necessary to revise any part of this RFP due to inquiries raised, an email notifying an addendum, supplement, or amendment to this RFP will be provided to consultants who received an original invitation to bid via email OR responded to us with their contact information as described on the cover letter of this RFP. An amended page or pages shall accomplish changes to the RFP.

Attachment A
Legislative Platform



2024 CITY OF WATSONVILLE

Legislative Platform

Prepared by JEA & Associates



Watsonville City Council

2023-2024



Mayor
Vanessa Quiroz-Carter



Mayor Pro Tempore
Maria Orozco



District 4
Kristal Salcido



District 5
Casey K. Clark



District 6
Jimmy Dutra



District 7
Ari Parker



District 1
Eduardo
Montesino



CITY OF WATSONVILLE LEGISLATIVE PLATFORM EXECUTIVE SUMMARY

The City of Watsonville Council recognizes the need to identify and advocate for its legislative and funding priorities in Sacramento and Washington, D.C. To be effective in this mission, the City Council is pleased to present its Legislative Platform.

The City of Watsonville's Legislative Platform is a summary of the priorities of the City Council and Executive Staff. The City's Legislative Platform establishes the basis for the City's advocacy efforts with the Executive and Legislative branches of the Federal and State of California regarding legislation and regulations. It also provides general direction to the Executive Staff and City departments, legislative advocates, state and federal delegation members and the public on positions of support or opposition to key policy initiatives that impact the City of Watsonville. The City Council may review and modify this document annually as necessary.

The Legislative platform presents guiding principles, prioritizes State and Federal issues intended for specific legislative action, and lays out State and Federal support on issues that are critical for the City Council.

CITY OF WATSONVILLE LEGISLATIVE PLATFORM

ABOUT

The City Council of Watsonville serves as the legislative and policy branch of City government. Its purpose is to set overall policy direction and its mission is to maintain and improve the quality of life of the residents of the City. The City Council is comprised of seven elected members who represent seven districts in the city.

The City Council recognizes that to create a thriving and resilient community, the City needs the support from all levels of the government. The Federal and State legislative actions affect the City's ability to deliver services to the community. Federal and State support is key to remove barriers, to increase access to funding and to advance measures that improve the quality of life of all Watsonville Residents.

PURPOSE

The purpose of the City of Watsonville Legislative Platform is to unify the city's voice and to proactively frame sponsorship, support, and advocacy regarding critical legislative and regulatory priorities.

This legislative platform should serve as a foundation for Watsonville's engagement with state and federal legislators, guiding the city's efforts to address crucial issues related to Community Services, Environmental Quality Housing, and Economic Development, Public Safety, and Transportation, Communications, and Public Works. Adaptations and specific policies may be required as new issues emerge and legislative priorities evolve.



STATE LEGISLATIVE PLATFORM

Community Services

Support efforts to fund the rehabilitation, development, and capital improvements for local park improvements to enhance the active and passive recreational infrastructures.

Oppose legislation that has a negative impact on the administration of park and recreation services and resource management, including the sale of park lands and open space, relaxations of park dedication fee requirements and the imposition of regulatory or statutory requirements that provide no added protections or benefit to California's recreational consumer.

Support equitable access for all Californians to physical activity, proper nutrition and healthy lifestyle options through the promotion of active transportation, complete street implementation, healthy foods, youth programming and maximizing the usage of green space in urban/suburban and rural settings for personal enjoyment.

Environmental Quality, Housing, and Economic Development

Support the enactment of policies and encourage state funding opportunities to assist agencies in meeting sustainability objectives, including energy and water efficiencies, active transportation enhancements, connectivity and mobility improvements and carbon sequestration through natural landscape management and protection.

Support any state and federal ongoing funding streams for the development and operations of transitional navigational centers.

Support the expansion of Section 8 vouchers.

Advocate for state and federal funding to enhance and fortify local flood protection infrastructure.

Support state and federal policies addressing the impacts of climate change on sea levels and flooding in coastal areas.

Collaborate with regional and state agencies to develop comprehensive flood mitigation plans.

Support legislation and regulations to mitigate the financial impact of implementing any maximum contaminant level (MCL). Support any relief for compliance with any MCL implementation and special consideration for disadvantaged communities.

Environmental Quality, Housing, and Economic Development *(Continued)*

Support any funding and policy changes to protect the City's wastewater infrastructure treatment plant from natural disasters.

Support any funding and policy changes that will assist the City in protecting and beautifying its waterways while remaining in regulatory compliance.

Support flexibility in complying with the California Air Resources Board's Advanced (CARB) Clean Fleets Regulation by requiring CARB to work with water agencies to identify vehicles at the end of their useful life and purchase traditional gas vehicles when no alternative ZEV is available.

Advocate for resources and policies that facilitate economic expansion and growth and increase the opportunity for discretionary revenues and programmatic and financial flexibility.

Support state policies and funding for the expansion of workforce training to support the future growth and economic development of the City.

Support federal and state funding for the City's Downtown Specific Plan to revitalize downtown Watsonville.

Public Safety

Seek state support for public safety through funding for law enforcement and firefighting services.

Support legislation and regulations that maximize the ability to effectively mitigate, prepare for, respond to, and recover from natural and man-made disasters and public health emergencies, protecting both physical and fiscal health.

Support federal and state resources to better serve the disenfranchised community, including but not limited to outreach programs, CARE Courts and increased partnerships with community stakeholders.

Transportation, Communications, and Public Works

Support any policy changes that give local governments more control over regulating and setting speed limits on local roads and State highways.

Preserve existing and advocate for new or increased state and federal funding for infrastructure projects, including ongoing system maintenance, congestion reduction, safety, complete streets, active transportation bike and pedestrian projects and upgrades to utilities.

Support legislation and programs that expedite the delivery of projects, streamline funding applications, and simplify program administration.

Support legislation and programs that improve transportation safety on state highways and local roads for all users, eliminate traffic-related severe injuries and fatalities and implement complete streets.

Support federal and state funding for the implementation of broadband infrastructure.

Support federal and state funding and policies to assist local governments to expand and strengthen their cybersecurity efforts.

Attachment B
City of Watsonville Contract for Consultant Services

**CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND [ADD NAME]**

THIS CONTRACT, is made and entered into this _____, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and _____, hereinafter called "Consultant."

WITNESSETH

WHEREAS, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

WHEREAS, Consultant has represented that consultant has appropriate skill, training, qualifications, and experience to render such services called for under this Contract to City.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES. Consultant shall perform those services described in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which exhibit is attached hereto and incorporated herein.

SECTION 2. TERM OF CONTRACT. The term of this Contract shall be from _____, 20__ to _____, 20__, inclusive.

SECTION 3. SCHEDULE OF PERFORMANCE. The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

SECTION 4. COMPENSATION. The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein. This amount shall not exceed \$_____.

SECTION 5. METHOD OF PAYMENT. Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement describing the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONSULTANT. It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or

employee of City, and as an independent Consultant, shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY. Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION. Consultant represents that Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Contract, and City is relying upon the skill and knowledge of Consultant to perform said services and duties. Consultant agrees to defend, indemnify and hold harmless City, its officers, agents, and employees, against any loss or liability arising out of or resulting in any way from work performed by or on behalf of Consultant under this Contract or the errors or omissions by Consultant.

SECTION 9. INSURANCE.

A. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

B. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.

C. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

D. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

SECTION 10. NON-DISCRIMINATION. Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin, or disability in connection with or related to the performance of this Contract.

SECTION 11. TERMINATION.

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

SECTION 13. GOVERNING LAW. City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Courts of the County of Santa Cruz.

SECTION 14. PRIOR CONTRACTS AND AMENDMENTS. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION. Except as may be required by law, all data, documents, discussions, or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager.

SECTION 16. OWNERSHIP OF MATERIALS. All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

SECTION 17. COVENANT AGAINST CONTINGENT FEES. The Consultant covenants that Consultant has not employed or retained any company or person to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER. Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

SECTION 19. CONFLICT OF INTEREST.

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a FPPC Form 700 disclosure statement, which form shall be filed with the City Clerk within thirty (30) days from the effective date of this Contract as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the

proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

SECTION 20. AUDIT BOOKS AND RECORDS. Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

SECTION 21. NOTICES. All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY

City Clerk's Office
275 Main Street, Suite 400
Watsonville, CA 95076
(831) 768-3040

CONSULTANT

[add information]

SECTION 22. EXHIBITS:

Exhibit A: Scope of Services
Exhibit B: Schedule of Performance
Exhibit C: Compensation

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WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY

CONSULTANT

CITY OF WATSONVILLE

BY _____
Rene Mendez, City Manager

BY _____
[Name, Title]

ATTEST:

BY _____
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

BY _____
Samantha W. Zutler, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule:

EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed

_____.

b. Basis for Payment. Payment(s) to Consultant for services performed under this contract shall be made as follows and shall [not] include payment for reimbursable expenses:

c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.