

CITY OF CORONADO



REQUEST FOR PROPOSALS (RFP) for City-Wide Arts and Culture Strategic Plan

DEADLINE: July 31, 2017

NOTICE IS HEREBY GIVEN that the City of Coronado is soliciting proposals from professional, qualified consultants or groups with direct experience in innovative cultural planning to conduct a citywide, comprehensive cultural planning process culminating in a Strategic Plan for Arts and Culture in Coronado.

1. GENERAL INFORMATION

A. INTRODUCTION

The City of Coronado through its Cultural Arts Commission is currently soliciting written proposals from qualified consultants with experience in conducting citywide cultural arts assessments and capable of developing a City of Coronado Cultural Arts Strategic Plan to support the goals and mission of the City of Coronado and the Cultural Arts Commission. The City desires to obtain a consultant who will assess and analyze the current environment, needs and interests of the entire community as it relates to arts and culture, as well as future possibilities and opportunities.

B. OVERVIEW

Coronado is a distinctive beach community of approximately 24,500 citizens with an island feel. In addition, the U.S. Navy has a strong presence in Coronado, operating three bases and employing an estimated 45,000 active duty military, selected reserve military, and civilian personnel that add to the culture of our community. Incorporated in 1890, Coronado has a rich history and exceptional community assets with a village atmosphere. Surrounded by San Diego Bay and the Pacific Ocean, and connected to the City of San Diego by the iconic San Diego-Coronado Bridge, Coronado offers a unique lifestyle enjoyed by residents and visitors alike. Coronado is an idyllic place with world famous beaches, award-winning schools, a charming main street, and is anchored by the historic Hotel del Coronado.

C. CULTURAL ARTS BACKGROUND

Recognizing the importance of the arts to a community's livability and economic health, the Coronado City Council created the Cultural Arts Commission in 2011. The Commission's mission is to serve and collaborate with Coronado's many cultural arts organizations, creative businesses and industries, and its many artists in all mediums, and to act as a catalyst in further developing a vibrant and cohesive arts community, strengthening arts education, enhancing cultural tourism, and economic development.

Coronado is blessed to have a vibrant, lively, and engaging arts community. The City of Coronado provides facilities and annual operating funding for delivery of arts and cultural services and programming through the Coronado Recreation Department and the Coronado Public Library. In addition, the City significantly benefits from third party delivery by a variety of arts organizations, arts businesses as well as individual artists.

In 2013 and 2015, the Cultural Arts Commission illustrated the importance of the arts on business in this community through economic impact studies. The studies showed that the arts and culture organizations in Coronado are vital business citizens. They are employers, consumers, members of our Chamber of Commerce, and key partners in the marketing and promotion of our city and region. The studies demonstrate that Coronado's investment in the arts benefits job availability, economic well-being, and a competitive advantage in attracting the creative community. The results indicate that the Coronado arts and culture organizations and programs contribute significantly to a strong quality of life.

In addition to an award-winning Coronado School of the Arts located on the campus of Coronado High School, Coronado has a variety of established arts organizations. The Commission has developed collaborations with and among the various arts organizations and a vital element to the success of the Cultural Arts Commission has been the establishment of relationships with 15 designated "Arts Partners."

Beyond civic entities and the Arts Partner organizations, several private art galleries form the base of Coronado's creative industry sector including a newly established, popular, City-owned and operated Coronado Community Center or C3 Gallery in the Community Center. In addition, Coronado is home to several nationally recognized award-winning authors, poets and playwrights; TV, film, and stage directors/producers; as well as actors, musicians, and composers. Moreover, a richly textured variety of visual fine artists and artisans round out what Coronado offers to its residents and shares with the world. The arts in Coronado are alive, vibrant, and growing.

D. OBJECTIVE

Arts and culture programs and services play an important role in the community's social, emotional, and economic well-being. Activities in this diverse service area include public festivals, events and celebrations, films, lectures, exhibits, arts education in the schools and adult learning, visual and performing arts, public art, and cultural expression, among others. Although sometimes not easily defined, such endeavors form the essence of how a community remembers and celebrates its past, expresses itself through diverse mediums, and how its citizens connect to their community socially, culturally, spiritually, and emotionally. This will enable Coronado to define its arts and cultural vision and priorities.

For additional information on the City of Coronado or the Cultural Arts Commission, please visit the City website - www.coronado.ca.us or www.CoronadoARTS.com.

2. SCOPE OF SERVICES:

The following scope of services represents the baseline expectations the City has for a consultant; however, suggestions of alternate processes or structures of equal or better benefit will be considered. The precise final scope of services will be negotiated with the selected consultant.

A. PROJECT MANAGEMENT

1. Develop a comprehensive project plan that includes goals and a clear methodology, accompanied by a timeline indicating delivery of progress reports, presentations to key stakeholders, the community, and release of the final product.
2. Facilitate and manage activities and communications relating to the City staff, the Cultural Arts Commission, and a Creative Leadership Task Force of community leaders (to be determined) including meeting schedules, agendas and material preparation, for planning purposes as well as progress reports.
3. Develop and implement a communications strategy to reach and engage relevant stakeholders.

4. In collaboration with City staff, design collateral materials including, but not limited to, social media, newsletters and press releases, web content, and the final report document and accompanying materials.

B. RESEARCH AND ANALYSIS

1. Review a list of City of Coronado and Coronado Cultural Arts Commission documents for background (Attachment A).
2. Provide a situational analysis of Coronado's current cultural landscape including, but not limited to, trends, demographic shifts, policies, and assets.
3. Define Coronado's offerings in arts, cultural, and creative industries as it relates in the context of the greater San Diego area. Recommend strategies to strengthen Coronado's position in the region.
4. Review and analyze Coronado's current community Grant Program as it relates to the arts and, if appropriate, make recommendations on how to improve the program.

C. PUBLIC ENGAGEMENT AND DIALOGUE

1. Identify, describe, and implement a comprehensive strategy and methodology for resident and visitor involvement in the cultural planning process including workshops, surveys, and interviews with stakeholders, etc. Provide well-organized and directed activities, techniques, and formats to ensure a positive and inclusive public participation process is achieved. The strategy should also include a communications plan for keeping the public up-to-date on planning progress using the City's website, CoronadoARTS.com, and social media platforms.
 - Additional non-traditional outreach targets:
 - Navy base leadership and personnel located in Coronado.
 - Out-of-state homeowners and other seasonal residents. Identify and recommend strategies to engage this strategic group as participants and donors.
 - Non-resident families who have students enrolled in the Coronado School of the Arts.
2. Collaborate with the Cultural Arts Commission for a public "launch" of the planning process.

D. EVALUATION AND ASSESSMENT

1. Meet one-on-one to assess and evaluate current facilities and providers of arts and cultural activities including a Needs Assessment. Identify overlap, gaps, and areas for future growth. "Public" includes the Library, Recreation Center, John D. Spreckels Center and Bowling Green, and Coronado Unified School District. "Private" includes Cultural Arts Commission Arts Partners, other arts organizations, private schools, galleries, creative industries, and individuals currently delivering cultural or arts related services, programs, and activities to the community.
 - Provide a written Assessment, Evaluation and Needs Assessment of each group
2. Perform a Needs Assessment for the community-at-large regarding services, programming, activities, and facilities; identify a vision for arts and culture in Coronado; identify potential programs, events, and locations for the development of future arts and cultural programs and events. For each future recommendation, prepare an opinion of probable costs; which group or organization (or collaboration) would be most likely to achieve the recommendation; what the City's role might be, if any; and assign a time-frame for development (short term 1-3 years; mid-term 3-5 years; long-term 7-10+ years)
 - Hold public workshops for each of the following topics - Arts Education; Visual Arts; Performing Arts; Public Art; Literary Arts; Cultural Groups; Arts Foundation; and Creative Industries. Organize and support workshop participants in their efforts to identify areas for future growth and expansion along with creative solutions and strategies to address community needs and interests.

- Identify a Vision for Arts and Culture in Coronado.
 - Provide a written Community Needs Assessment including a set of coordinated actions within a defined time-frame (short, mid, and long-term); identify leadership or collaborations to implement; an assessment of resource requirements including types of investments, possible cost ranges, potential funding sources, and goals accompanied by measurable objectives and metrics for tracking.
3. Summarize the above efforts and facilitate the presentation of results to the Cultural Arts Commission and the Creative Leadership Task Force; incorporate information and feedback into a written draft of the plan, accurately reflecting the planning process.

E. DEVELOPMENT AND DISSEMINATION OF THE CORONADO STRATEGIC PLAN FOR ARTS AND CULTURE.

1. Draft a Cultural Arts Strategic Plan for Coronado that includes an Executive Summary, a summary of the results of the needs assessment, written goals, plans, objectives that articulate a clear vision and implementation plan for the City of Coronado cultural arts development, incorporating measures of success by which progress on the plan can be assessed including, but not limited to, the following key elements:
 - Within the context of the community’s existing cultural identity, define a vision for Coronado’s arts and culture including defined roles for the City and other service providers.
 - Identification of potential partnerships and collaborations to achieve plan objectives including the establishment of a Cultural Arts Foundation.
 - Identification of ways to maximize current City facility use and recommend a plan for future facility and infrastructure requirements to complete the Strategic Plan.
 - Identification of potential cross-departmental, inter-municipal, and regional public and private partnerships to enhance the delivery of arts and culture services.
 - Recommendations for the allocation of municipal resources towards arts and culture programs and services based on any current or future “gaps” in the provision of these services with consideration of what is offered by other providers.
2. In conjunction with the Plan, provide an implementation strategy, providing short, medium and long-term goals along with potential costs and recommended funding strategies that address capital investment and reinvestment over the next 7 -10 years. Consultant should also define both quantitative and qualitative measurements of success in achieving stated goals. This should include direct standards of comparisons against other comparable communities in the region, state and nationally.
3. Provide presentation of a draft plan to City Manager and staff as well as the Cultural Arts Commission and the Cultural Leadership Task Force. Incorporate feedback and suggestions from these initial presentations into the final plan.
4. A final presentation to the Coronado City Council and City Manager of key findings of the Plan.
5. Participate with the Cultural Arts Commission in presenting the final Plan to the community at a public meeting.

3. **PROJECT SCHEDULE***

June 13, 2017	Release of RFP
June 13 – July 19, 2017	Open period for questions related to the RFP
July 31, 2017	Receipt of Proposals to City of Coronado
August 1-20, 2017	Proposal Review & Interviews
August 21, 2017	Finalist(s) notified
September 1, 2017	Recommendations to Cultural Arts Commission
September 19, 2017	Recommendations to Coronado City Council
September 20-23, 2017	Consultant/s notified
October 2017	Consultant starts planning process
September 2018	Target completion date for final Strategic Plan

*Anticipated but subject to modification

4. **PROPOSAL PREPARATION AND SUBMISSION**

Please include the following with your proposal:

Introduction

Present general introductory comments, including a purpose statement describing your understanding of the proposed project and required services.

Consultant qualifications:

- a. Company profile – brief profile outlining history and philosophy.
- b. Team composition, experience and success – list all key personnel who will be assigned to this project including their relevant experience and qualifications, roles and responsibilities, and a listing of past successful projects of a similar size and scope including a description of team members’ roles in each project, project dates and contact information.

Work Plan

Provide a detailed work plan describing your approach to designing, managing, and coordinating this project. (10-15 pages maximum).

- a. The description should include the tasks listed in Section 2, “Scope of Services.” In addition, include any steps/tasks not included in the “Scope of Services” that you would recommend to strengthen the overall goals and quality of this project.
- b. Project Objectives – describe your understanding of the project objectives/outcomes and vision and how these will be achieved.
- c. Provide a written summary identifying the types of information, data, and assistance expected from the City and its Contract Arts Administrator and how you will meet the administrative support needs of the project. Consultant should include budget to retain administrative support (from within the Coronado community) estimated at a minimum of \$20,000.
- d. Deliverables – include what will be delivered, including the expected outcome and expected benefit to the City of Coronado.

Price

- a. Detailed itemization of project price. At a minimum, the segments described in Scope of Services must itemize the price.
- b. Value Added Services – describe your competitive advantage; value added services and benefits that would be provided to the City. This could include any innovative approaches you have

previously used to help communities develop their plans, what unusual challenges you faced during a planning process, and how you overcame them.

□ **Supplemental information**

- a. Reports of similar projects you have completed.
- b. Promotional material describing consultant's professional services.
- c. Three recent and similar client references.

5. PROPOSAL EVALUATION

A. PROPOSAL CRITERIA

Proposals will be evaluated based on, but not limited to, the following considerations and criteria:

1. Demonstrated knowledge of Coronado or a process to reach an understanding of it.
2. An innovative and effective approach to cultural arts planning, with a proven record of previous plans, which included clear and identifiable goals and specific strategies for successful implementation.
3. An ability to reach and engage a range of stakeholders and constituents from within the cultural arts community as well as other sectors.
4. A willingness to involve local arts organizations and artists in fostering a process that is fun and imaginative for Coronado's residents and visitors.
5. Proposal of a planning process should be appropriate to the size of the community and scope of services requested.
6. Demonstrated and applicable experience in:
 - Creating strategy and implementation plans for municipalities along with a working knowledge of the Council/City Manager form of government;
 - Engaging communities thoughtfully in a public process;
 - Leading, coordinating, and facilitating complex public engagement processes, including management of multiple organizations and groups;
 - Devising and executing a communication strategy for cultural planning; and
 - Building an accountable implementation and funding plan.

B. PROPOSAL EVALUATION PROCESS

1. Evaluation Committee

An Evaluation Committee will be established, composed of, but not limited to, representatives from the City as well as the Cultural Arts Commission, as deemed appropriate. The Committee will evaluate all proposals received in accordance with the requested information pursuant to Section 2.

2. Committee Recommendation

The Evaluation Committee, based upon the number of proposals received, may select a short list of best qualified consultants. The Evaluation Committee may interview representatives on a short list and require a presentation. However, the City reserves the right to make its recommended selection solely upon the evaluation of the written proposals and reference checks.

3. Consultant Presentations

As part of the evaluation process, finalist consultants may be asked to present their proposal in person or via video conference.

4. Consultant Approval

The Cultural Arts Commission shall review the recommendation of the Evaluation Committee and make a final recommendation to the City Council. The City Council shall review the recommendation of the Cultural Arts Commission and make a final decision on selecting a consultant to produce a strategic arts and cultural plan for the City of Coronado.

C. COMMITTEE PROPOSAL EVALUATION RUBRIC

The Evaluation Committee will evaluate all proposals received in accordance with the Evaluation Criteria Rubric set forth below. The City of Coronado shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City after all factors have been evaluated.

Evaluation Criteria	Percentage
Responsiveness: Adherence to the requirements of the RFP.	40%
Qualifications and Experience: The ability, capacity, flexibility, financial stability, and previous experience of the consultant to perform the planning process.	40%
Technical Approach: The ability of the consultant to meet all the technical requirements of the RFP.	10%
Cost: Cost consideration will be a factor only if a proposal is determined to be qualified.	10%
TOTAL	100%

6. SELECTED CONSULTANT

- A. An Agreement with the selected consultant will be negotiated by the Director of Administrative Services, which shall be in substantially the same format as the City of Coronado Professional Services Agreement. (Attachment B)
- B. Selection of a consultant’s proposal does not mean that all aspects of the proposal are acceptable to the City of Coronado. The City retains the right to modify the terms and conditions of the proposal or reject terms and conditions proposed by the selected consultant prior to the execution of an Agreement with the City, which the City, in its sole discretion, deems necessary to ensure a satisfactory proposal. The City may, by written notice stating the extent and effective date, cancel and/or terminate any work resulting from this RFP for cause in whole or part, at any time.
- C. The final City of Coronado Professional Services Agreement will incorporate the RFP, the selected consultant’s proposal, and all modifications and clarifications submitted at the request of the City of Coronado during the evaluation and negotiation process.
- D. The final Professional Services Agreement of the successful consultant will be presented for approval to the Coronado City Council at a Regular City Council Meeting.

7. SPECIAL CONDITIONS

A. Reservations

This RFP does not commit the City of Coronado to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work. No payment of any kind will be provided to a consultant for responding to this RFP, or parties they represent, for obtaining any of the information requested.

B. Public Records

All proposals submitted in response to this RFP become the property of the City of Coronado. Information in the proposal, unless specified as trade protected, may be subject to public review. Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal proprietary will be neither accepted nor honored. Proprietary information submitted in response to this RFP will be handled in accordance with the California Public Records Act.

C. Right to Cancel and Amend

The City of Coronado reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP including, but not limited to, selection schedule, submittal date, and submittal requirements. If the City of Coronado cancels or revises the RFP, all vendors will be notified in writing.

D. Additional Information

The City of Coronado reserves the right to request additional information and/or clarification from any or all consultants.

E. Release of Public Information

Consultants who respond to this RFP who wish to release information to the public regarding selection, contract award, or data provided by the City of Coronado must receive prior written approval from the City before disclosing such information to the public.

F. Debarment

By submitting a proposal, the consultant certifies that the company is not currently debarred from submitting proposals and/or bids for contracts issued by any city or political subdivision or agency of the State of California, and that it is not an agent of a person or entity that is currently debarred from submitting proposals and/or bids for contracts issued by any city or political subdivision or agency of the State of California.

8. SUBMITTAL INFORMATION

Applicants have the option of sending their proposal via standard mail or personal delivery. Applicants are solely responsible for ensuring their proposals are received by the City by the submittal deadline. Proposals must be received by no later than **3 p.m., Pacific Standard Time, Monday, July 31, 2017, at the following address:**

**City of Coronado
Office of City Clerk
1825 Strand Way
Coronado, Ca 92118**

One (1) original and four (4) printed copies plus a digital version (thumb drive) of the proposal must be submitted. A representative authorized to bind the company must sign the original copy. Proposals submitted by email are not acceptable and will not be considered. Proposals are to be submitted in sealed packages with the name of the consultant and RFP title clearly marked on the outside of the package.

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 prior to the submission time specified in the 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 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 into a contract.

The contract award, if any, will be made to the applicant who, in the City's sole discretion, is able to perform the required services in a manner most beneficial to the City of Coronado.

9. INQUIRIES

Direct all inquiries regarding this proposal to:

Kelly Purvis, City of Coronado Contract Arts Administrator

Email: kpurvis@coronado.ca.us

Phone: 619.522.2633

Direct Cell: 619.341.0137

CITY OF CORONADO



Background Documents Request for Proposals (RFP) for Citywide Arts and Culture Strategic Plan

The Coronado City Council established the Coronado Cultural Arts Commission on September 26, 2011. It is a seven-member commission charged with providing recommendations and taking action to "foster the development and enjoyment of performing, visual, cultural, and other arts in Coronado." Below is a partial list of documents you may access via the Internet to learn more about the City of Coronado, the Cultural Arts Commission, and the arts and culture of the community.

- City of Coronado website: www.coronado.ca.us
- City of Coronado Facebook Page: <https://www.facebook.com/CityofCoronado/>
- City of Coronado Twitter Account: <https://twitter.com/CoronadoCity>
- Cultural Arts Commission website: www.CoronadoARTS.com
- Cultural Arts Commission Facebook Page: <https://www.facebook.com/CoronadoArtsCommission/>
- Cultural Arts Commission Twitter Account: <https://twitter.com/coronadoarts>
- Minutes of the Cultural Arts Commission:
https://www.coronado.ca.us/government/boards_commissions/cultural_arts_commission/cultural_arts_agendas_minutes/
- Coronado Cultural Arts Commission Annual Reports: <http://www.coronadoarts.com/annual-report/>
- Coronado Cultural Arts Commission Arts Partners: <http://www.coronadoarts.com/creative-communities-in-coronado/> (on this page you will find a listing of partners as well as website links)
- City of Coronado Citizen Satisfaction Survey results:
<https://www.coronado.ca.us/cms/One.aspx?portalId=746090&pageId=6791421>
- Discover Coronado: <https://www.discovercoronado.com/>
- Coronado Visitor's Guide: <http://coronadovisitorcenter.com/coronado-visitor-guide/>
- Coronado Eagle Journal community newspaper: <http://www.coronadonewsca.com/>
- Coronado Times – online community newspaper: <https://coronadotimes.com/>
- Coronado Lifestyle Magazine: <http://lifestylemags.com/>
- Coronado Chamber of Commerce: <http://www.coronadochamber.com/>
- Welcome to Coronado – website of local events: <http://www.welcometocoronado.com/>



AGREEMENT FOR PROFESSIONAL SERVICES

[INSERT NAME OF CONSULTANT FIRM]

Contract No. [Insert Contract Number]

NOTE: CHANGE TERM CONSULTANT TO PROVIDER OR CONTRACTOR, AS REQUIRED.

This AGREEMENT is made and entered into as of the date of execution by the City of Coronado, a municipal corporation, hereinafter referred to as “CITY” and [Insert Name of CONSULTANT Firm], [Insert appropriate legal entity - a California Corporation, LLC, LP, Partnership, Sole Proprietorship, DBA] (Check Secretary of State business section for registration of the corporation, and the County fictitious name information in case it is a DBA) hereinafter referred to as “CONSULTANT.” Where the contracting entity is a joint venture such entity is hereinafter referred to as “CONSULTANT.”

RECITALS

The CITY requires the services of a CONSULTANT to provide [Insert type of professional services] for its _____ project. These services generally consist of [Insert Summary of the Scope of Services]. The work to be performed by CONSULTANT shall be referred to herein as the “PROJECT,” or “DESCRIBED SERVICES.”

On _____, 20____, the City Council for the CITY approved this AGREEMENT and authorized the City Manager [or City Manager’s Designee] to execute the form of this Agreement. [See Coronado Municipal Code Chapter 8.05.]

CONSULTANT represents itself as being a professional [Insert Type of Firm – e.g., engineering, geotechnical, etc.] firm, possessing the necessary experience, skills and qualifications to provide the services required by the CITY. CONSULTANT warrants and represents that it has the necessary staff to deliver the services within the time frame herein specified.

The CITY’s [Insert name and title of City’s designated representative] shall serve as the CITY’s “Contract Officer” for this AGREEMENT and has the authority to direct the CONSULTANT, approve actions, request changes, and approve additional services. Any obligation of the CITY shall be the responsibility of the Contract Officer.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CITY and CONSULTANT agree as follows:

1.0 TERM OF THE AGREEMENT

1.1 This AGREEMENT shall be effective beginning the day, month and year of the execution of this document by the CITY. The Contract shall be in effect for a term of [insert months or years] or until [insert date]. The CITY shall have the option to extend the AGREEMENT, if agreed to by the CONSULTANT.

1.2 The CONSULTANT shall commence the performance of the DESCRIBED SERVICES immediately upon execution of this AGREEMENT. Time is of the essence in this AGREEMENT. Failure to meet the schedule contained in this AGREEMENT is a default by the CONSULTANT.

1.3 Any delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the DESCRIBED SERVICES. When such delay occurs, CONSULTANT shall immediately notify the Contract Officer in writing of the cause and the extent of the delay, whereupon the Contract Officer shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the DESCRIBED SERVICES when justified by the circumstances.

1.4 This AGREEMENT may be terminated in accordance with the provisions contained in this AGREEMENT.

1.5 **Renewal or Extension Provisions. [See Admin Procedure 122, Section C for Renewal, Extension, or other Options. Select one of the approved options.]**

2.0 CONSULTANT'S OBLIGATIONS AND SCOPE OF WORK (ATTACHMENT A)

2.1 CONSULTANT shall provide the CITY with the professional services for the project which are described in ATTACHMENT A, hereinafter referred to as "DESCRIBED SERVICES."

2.2 CONSULTANT shall perform all the tasks required to accomplish the DESCRIBED SERVICES in conformity with the applicable requirements of Federal, State and local laws in effect at the time that the scope of work is substantially completed by the CONSULTANT.

a. The CONSULTANT is responsible for ensuring the professional quality, technical accuracy, and coordination of all services and documents furnished by the CONSULTANT under this AGREEMENT.

b. The CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the DESCRIBED SERVICES. CITY recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained despite the use of professional care. Where any condition exists for which the CONSULTANT must make a judgment which could result in an actual condition that is materially different, the CONSULTANT shall advise the CITY in advance and request specific direction.

c. The CONSULTANT shall, without additional compensation, correct or revise any DESCRIBED SERVICES, which do not meet the foregoing professional responsibility standards.

2.3 During the term of this AGREEMENT, CONSULTANT shall maintain professional certifications as required in order to properly comply with all applicable Federal, State and local laws. If the CONSULTANT lacks such certification, this AGREEMENT is void and of no effect.

2.4 The CITY's review, approval or acceptance of, or payment for, the services required under this AGREEMENT shall not be construed to operate as a release or waiver of any rights of the CITY under this AGREEMENT or of any cause of action arising out of CONSULTANT's performance of this AGREEMENT, and CONSULTANT is responsible to the CITY for all damages to the CITY caused by the CONSULTANT's performance of any of the services under this AGREEMENT.

2.5 Conflict of Interest and Political Reform Act Obligations if determined to be applicable - according to **ATTACHMENT B - CONFLICT OF INTEREST DETERMINATION**. CONSULTANT shall at all times comply with the terms of the Political Reform Act and the local Conflict of Interest Ordinance. The level of disclosure categories shall be set by the City and shall reasonably relate to the SCOPE OF SERVICES provided by CONSULTANT under this AGREEMENT.

3.0 PAYMENT AND SCHEDULE OF SERVICES (ATTACHMENTS C and D)

3.1 CONSULTANT is hired to render the DESCRIBED SERVICES and any payments made to CONSULTANT are full compensation for such services.

3.2 The amount of payment to CONSULTANT for providing the DESCRIBED SERVICES is set forth in **ATTACHMENT C** which is attached hereto and incorporated herein. No payment shall be allowed for any reimbursable expenses unless specifically described in **ATTACHMENT C**.

3.3 Payment for all undisputed portions of each invoice shall be made within 45 days from the date of the invoice.

Optional paragraphs:

3.4 CONSULTANT shall not be entitled to any additional fees for work incidental to the design, for any design clarifications, or for changes resulting from errors or omissions by the CONSULTANT **or any SUBCONSULTANT**. [If subconsultants used.]

3.5 Unless provided by the CITY, a Project Schedule showing all milestones shall be developed by the CONSULTANT and submitted to the CITY for approval. The form of the schedule shall be a "bar chart," "critical path," or other format, in any event as specified by the CITY or approved by City's Contract Officer. The final schedule is attached herein as **ATTACHMENT D**. [This paragraph may be removed, as well as any references to **ATTACHMENT D**, if no project schedule is required.]

4.0 CITY'S OBLIGATIONS

4.1 CITY shall provide information as to the requirements of the PROJECT, including budget limitations. The CITY shall provide or approve the schedule proposed by the CONSULTANT.

4.2 CITY shall furnish the required information and services and shall render approvals and decisions expeditiously to allow the orderly progress of the CONSULTANT's services as shown on the schedule required under **ATTACHMENT D**.

5.0 SUBCONTRACTING [If there are to be no subconsultants delete 5.1 and 5.2, and retain the subcontracting section title with (Reserved) beside the title. Also delete other references to subconsultant or subcontractor elsewhere in the contract.]

5.1 The name and location of the place of business of each SUBCONSULTANT or SUBCONSULTANT who CONSULTANT will use to perform work or render service to the CONSULTANT in performing this AGREEMENT is contained in **ATTACHMENT E**, which is attached hereto and incorporated herein by this reference as though fully set forth at length. No change to or addition of any SUBCONSULTANT shall be made without the written approval of the CITY.

5.2 If CONSULTANT subcontracts for any of the work to be performed under this AGREEMENT, CONSULTANT shall be as fully responsible to the CITY for the acts and omissions of CONSULTANT's SUBCONSULTANTS and for the persons either directly or indirectly employed by the SUBCONSULTANTS, as CONSULTANT is for the acts and omissions of persons directly employed by CONSULTANT. Nothing contained in the AGREEMENT shall create any contractual relationship between any SUBCONSULTANT of CONSULTANT and the CITY. In any dispute between the CONSULTANT and its SUBCONSULTANT, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 13 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

5.3 CONSULTANT shall bind every SUBCONSULTANT to the terms of the AGREEMENT applicable to CONSULTANT's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the Contract Officer. All contracts entered into between the CONSULTANT and its SUBCONSULTANT shall also provide that each SUBCONSULTANT shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONSULTANT shall require the SUBCONSULTANT to obtain, all policies described in Section 14 in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

6.0 CHANGES TO THE SCOPE OF WORK

6.1 The CONSULTANT shall not perform work in excess of the DESCRIBED SERVICES without the prior written approval of the CONTRACT OFFICER. All requests for extra work shall be by written Change Order submitted to the CONTRACT OFFICER and signed prior to the commencement of such work. Fees for additional work will be negotiated on a fixed fee basis.

6.2 The CITY may unilaterally reduce the scope of work to be performed by the CONSULTANT. Upon doing so, CITY and CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a deductive change order.

7.0 ENTIRE AGREEMENT

7.1 This AGREEMENT sets forth the entire understanding of the PARTIES with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

8.0 TERMINATION OF AGREEMENT

8.1 In the event of CONSULTANT's default of any covenant or condition hereof, including, but not limited to, failure to timely or diligently prosecute, deliver, or perform the DESCRIBED SERVICES, or where the CONSULTANT fails to perform the work in accordance with the project schedule (ATTACHMENT D), the CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default. Thereupon, CONSULTANT shall immediately cease work and within five (5) working days: (1) assemble all documents owned by the CITY and in CONSULTANT's possession, and deliver said documents to the CITY, and (2) place all work in progress in a safe and protected condition. The Contract Officer shall make a determination of the percentage of work which CONSULTANT has performed which is usable and of worth to the CITY. Based upon that finding, the Contract Officer shall determine any final payment due to CONSULTANT.

8.2 This AGREEMENT may be terminated by the CITY, without cause, upon the giving of fifteen (15) days written notice to the CONSULTANT. Prior to the fifteenth (15th) day following the giving of the notice, the CONSULTANT shall assemble the completed work product to date, and put same in order for proper filing and closing, and deliver said product to the CITY. The CONSULTANT shall be entitled to just and equitable compensation for any satisfactory work completed. The Contract Officer and CONSULTANT shall endeavor to agree upon a percentage complete of the contracted work if fees are fixed, or an agreed dollar sum based on services performed if hourly, and terms of payment for services and reimbursable expenses. CONSULTANT hereby expressly waives any and all claims for damages or compensation arising under this AGREEMENT except as set forth herein.

9.0 OWNERSHIP OF DOCUMENTS

9.1 All work products (i.e., documents, data, studies, drawings, maps, models, photographs and reports) prepared by CONSULTANT under this AGREEMENT, whether paper or electronic,

shall become the property of CITY for use with respect to this PROJECT, and shall be turned over to the CITY upon completion of the PROJECT or any phase thereof, as contemplated by this AGREEMENT.

9.2. Contemporaneously with the transfer of such documents, the CONSULTANT hereby assigns to the CITY and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this AGREEMENT, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

10.0 STATUS OF CONSULTANT

10.1 CONSULTANT shall perform the services provided for herein in a manner of CONSULTANT's own choice, as an independent contractor and in pursuit of CONSULTANT's independent calling, and not as an employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder, the CITY only being concerned with the finished results of the work being performed. CONSULTANT shall confer with the CITY at a mutually agreed frequency and inform the CITY of incremental work/progress as well as receive direction from the CITY. Neither CONSULTANT nor CONSULTANT's employees shall be entitled in any manner to any employment benefits, including but not limited to employer paid payroll taxes, Social Security, retirement benefits, health benefits, or any other benefits, as a result of this AGREEMENT. It is the intent of the parties that neither CONSULTANT nor its employees are to be considered employees of CITY, whether "common law" or otherwise, and CONSULTANT shall indemnify, defend and hold CITY harmless from any such obligations on the part of its officers, employees and agents.

11.0 ASSIGNMENT OF CONTRACT

11.1 This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated or sub-contracted, without the express written consent of the CITY.

12.0 COVENANT AGAINST CONTINGENT FEES

12.1 CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this AGREEMENT, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this AGREEMENT. For breach or violation of this warranty, the CITY shall have the right to terminate this AGREEMENT without liability, or, at the CITY's discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13.0 INDEMNITY - HOLD HARMLESS

13.1 To the extent permitted by law, CONSULTANT, through its duly authorized representative, agrees that CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "CITY Indemnitees") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, protect and hold harmless CITY Indemnitees from and against, any and all liabilities, claims, demands, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses, including reasonable attorneys' fees and disbursements (collectively "claims"), which arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and SUBCONSULTANTS in the performance of services under this AGREEMENT.

13.2 CONSULTANT's obligation herein does not extend to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected and appointed boards, officials, officers, agents, employees and volunteers.

13.3 CONSULTANT shall provide a defense to the CITY's Indemnitees, or at the CITY's option, reimburse the CITY's Indemnitees for all costs, attorneys' fees, expenses and liabilities (including judgment or portion thereof) incurred with respect to any litigation in which the CONSULTANT is obligated to indemnify, defend and hold harmless the CITY pursuant to this AGREEMENT.

13.4 This provision shall not be limited by any provision of insurance coverage the CONSULTANT may have in effect, or may be required to obtain and maintain, during the term of this AGREEMENT. This provision shall survive expiration or termination of this AGREEMENT.

INCLUDE THE FOLLOWING SECTIONS ONLY IF MUTUAL INDEMNIFICATION REQUIRED BY CONSULTANT:

13.5. To the extent permitted by law, the CITY hereby agrees to indemnify and hold harmless CONSULTANT, its officers, directors, shareholders, members, contractors, agents and employees ("CONSULTANT's Indemnitees") from and against any and all causes of action, claims, liabilities, obligations, demands, judgments or damages, including reasonable attorneys' fees and costs of litigation ("claims") against one or more of the CONSULTANT's Indemnitees, arising solely out of the negligence or willful misconduct by CITY arising out of this AGREEMENT.

13.6. In the event of claims arising out of the concurrent acts or omissions of both CONSULTANT and CITY, the parties agree to be responsible for, and to hold the other party harmless from, any judgment or payment attributed to it by judgment, settlement agreement, or other award. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, or where the parties agree to a settlement determining the comparative fault of the parties, CONSULTANT and CITY may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

14.0 INSURANCE [NOTE: Refer to Admin Proc 513 for insurance requirements.]

14.1 CONSULTANT shall obtain and, during the term of this AGREEMENT, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance from an insurance company authorized to do business in the State of California in insurable amounts of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. For professional liability insurance, the policy shall be on a claims made and in the aggregate basis. The insurance policies shall provide that the policies shall remain in full force during the life of the AGREEMENT, and shall not be canceled without thirty (30) days prior written notice to the CITY from the insurance company. Statements that the carrier “will endeavor” and “failure to mail such notice shall impose no obligation or liability upon the company, its agents or representatives,” will not be acceptable on insurance certificates.

14.2 The CITY, its officers, officials, employees, and representatives shall be named as additional insureds on the required general liability and automobile liability policies. All policies shall contain a provision stating that the CONSULTANT’s policies are primary insurance and that insurance (including self-retention) of the CITY or any named insured shall not be called upon to contribute to any loss. This provision shall apply regardless of any language of the general liability and automobile liability policy maintained by the CONSULTANT during the term of this AGREEMENT.

14.3 Before CONSULTANT shall employ any person or persons in the performance of the AGREEMENT, CONSULTANT shall procure a policy of workers’ compensation insurance as required by the Labor Code of the State of California, or shall obtain a certificate of self-insurance from the Department of Industrial Relations.

14.4 PROVIDER shall furnish certificates of said insurance and policy endorsements to the Contract Officer prior to commencement of work under this AGREEMENT. Failure by the Contract Officer to object to the contents of the certificate and/or policy endorsement or the absence of same shall not be deemed a waiver of any and all rights held by the CITY. Failure on the part of CONSULTANT to procure or maintain in full force the required insurance shall constitute a material breach of contract under which the CITY may exercise any rights it has in law or equity including, but not limited to, terminating this AGREEMENT pursuant to Paragraph 8.1 above.

14.5 The CITY reserves the right to review the insurance requirements of this section during the effective period of the AGREEMENT and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon economic conditions, recommendation of professional insurance advisors, changes in statutory law, court decisions or other relevant factors. The CONSULTANT agrees to make any reasonable request for deletion, revision or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions or established by law or regulation binding upon either party to the contract or upon the underwriter of any such policy provisions). Upon request by CITY, CONSULTANT shall exercise reasonable efforts to accomplish such changes in policy coverages and shall pay the cost thereof.

14.6 Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the PROVIDER shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

14.7 CONSULTANT hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CITY has requested or received a waiver of subrogation endorsement from the insurer.

15.0 DISPUTES

15.1 If a dispute should arise regarding the performance of this AGREEMENT, the following procedures shall be used to address the dispute:

a. If the dispute is not resolved informally, then, within five (5) working days thereafter, the CONSULTANT shall prepare a written position statement containing the party's full position and a recommended method of resolution and shall deliver the position statement to the Contract Officer.

b. Within five (5) days of receipt of the position statement, the Contract Officer shall prepare a response statement containing the responding party's full position and a recommended method of resolution.

c. After the exchange of statements, if the dispute is not thereafter resolved, the CONSULTANT and the Contract Officer shall deliver the statements to the City Manager for a determination.

15.2 If the dispute remains unresolved, and the parties have exhausted the procedures of this section, the parties may then seek resolution by mediation or such other remedies available to them by law.

16.0 GENERAL PROVISIONS

16.1 **Accounting Records.** CONSULTANT shall keep records of the direct reimbursable expenses pertaining to the DESCRIBED SERVICES and the records of all accounts between the CONSULTANT and SUBCONSULTANTS. CONSULTANT shall keep such records on a generally recognized accounting basis. These records shall be made available to the Contract Officer, or the Contract Officer's authorized representative, at mutually convenient times, for a period of three (3) years from the completion of the work.

16.2 **Contract Officer.** The [Insert Designee] shall serve as the CITY's "Contract Officer" for this AGREEMENT and has the authority to direct the CONSULTANT, approve actions, request changes, and approve additional services within her/his authority. Any obligation of the CITY shall be the responsibility of the Contract Officer. Excepting the provisions pertaining to dispute

resolution, no other party shall have any authority under this AGREEMENT unless specifically delegated in writing.

16.3 Governing Law. This AGREEMENT and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this AGREEMENT shall be held exclusively in a state court in the County of San Diego. CONSULTANT hereby waives the right to remove any action from San Diego County as is otherwise permitted by California Code of Civil Procedure Section 394.

16.4 Business License. CONSULTANT and its SUBCONSULTANTS are required to obtain and maintain a City Business License during the duration of this AGREEMENT.

16.5 Drafting Ambiguities. The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

16.6 Conflicts Between Terms. If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Exhibits, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

16.7 Non-Discrimination. CONSULTANT shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

17.0 NOTICES

17.1 Any notices to be given under this AGREEMENT, or otherwise, shall be served by certified mail. For the purposes hereof, unless otherwise provided in writing by the parties hereto:

- a. The address of the CITY, and the proper person to receive any notice on the CITY's behalf, is:

City of Coronado
[Department]
[Address of Department]
Coronado, CA 92118
Attn.: [Department Director]
Tel. No. (619) 522-XXXX; Fax (619) 522-XXXX

- b. The address of the CONSULTANT, and the proper person to receive any notice on the CONSULTANT's behalf, is:

[Insert Consultant Name & Title]
[Street Address]
[City, State, Zip Code]
[Telephone No. () -]

18.0 PROFESSIONAL CONSULTANT'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986

18.1 CONSULTANT certifies that CONSULTANT is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 U.S.C. §§ 1101-1525) and has complied and will comply with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, SUBCONSULTANTS and CONSULTANTS that are included in this AGREEMENT.

19.0 ADDITIONAL PROVISIONS

19.1 **Consequential Damages.** Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

19.2 **Responsibility for Others.** CONSULTANT shall be responsible to the CITY for its services and the services of its SUBCONSULTANTS. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by the CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

19.3 **Representation.** The CONSULTANT is not authorized to represent the CITY, to act as the CITY's agent or to bind the CITY to any contractual agreements whatsoever.

19.4 Third-Party Review of CONSULTANT's Work Product (Peer Review). At the option of the CITY, a review of the CONSULTANT's work product may be performed by an independent expert chosen by the CITY. In such case, the CONSULTANT agrees to confer and cooperate fully with the independent expert to allow a thorough review of the work product by the expert. Such review is intended to provide the CITY a peer review of the concepts, all pre-design documentation, methods, professional recommendations and other work product of the CONSULTANT. The results of this review will be furnished to the CITY and shall serve to assist the CITY in its review of the CONSULTANT's deliverables under this AGREEMENT.

19.5 Periodic Reporting Requirements. The CONSULTANT shall provide a written status report of the progress of the work on a monthly basis which shall accompany the CONSULTANT's payment invoice. The status report shall, as a minimum, report the work accomplished to date; describe any milestones accomplished; show and discuss the results on any testing or exploratory work; provide an update to the approved schedule (as set forth in Attachment D or, if no Attachment D, as approved by the Contract Officer), and if not in accordance with the original schedule, describe how the CONSULTANT intends to get back on the original schedule; describe any problems or recommendations to increase the scope of the work; and provide any other information which may be requested by the CITY. The report is to be of a form and quality appropriate for submission to the City Council.

19.6 Brand or Trade Names. Specifications by brand or trade names are prohibited except: (1) when at least two are listed and "or equal" substitutions are permitted; or (2) when necessary to match existing items in use on a specific public improvement; or (3) when a unique or novel product application is required, or when only one brand or trade name is known. The specifications must allow at least thirty-five (35) days after award of the contract for submission of data substantiating a contractor's request for substitution of an equal form. **[This section may not apply and may be deleted depending on the type of services being contracted.]**

19.7 Rights Cumulative. All rights, options, and remedies of the CITY contained in this AGREEMENT shall be construed and held to be cumulative, and no one of the same shall be exclusive of any other, and the CITY shall have the right to pursue any one of all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this AGREEMENT.

19.8 Waiver. No waiver by either party of a breach by the other party of any of the terms, covenants, or conditions of this AGREEMENT shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default of either party hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver.

19.9 Severability. In the event that any part of this AGREEMENT is found to be illegal or unenforceable under the law as it is now or hereafter in effect, either party will be excused from performance of such portion or portions of this AGREEMENT as shall be found to be illegal or unenforceable without affecting the remaining provisions of this AGREEMENT.

19.10 **Exhibits Incorporated.** All Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

THE REMAINDER OF THIS PAGE LEFT BLANK.

20. SIGNATURES

20.1 Each signatory and party hereto hereby warrants and represents to the other party that it has legal authority and capacity and direction from its principal to enter into this AGREEMENT, and that all resolutions or other actions have been taken so as to enable it to enter into this AGREEMENT.

CONSULTANT:

By: _____
[Insert Name of Individual Signing Form]
[Title]

Date: _____

CITY:

By: _____
Blair King
City Manager

Date: _____

APPROVED AS TO CONTENT:

, Director Date

APPROVAL AS TO FORM:

Johanna N. Canlas, City Attorney Date

ATTEST:

Mary L. Clifford, City Clerk Date

- ATTACHMENT A - SCOPE OF WORK
- ATTACHMENT B - CONSULTANT CONFLICT OF INTEREST DETERMINATION
- ATTACHMENT C - PAYMENT FOR SERVICES
- ATTACHMENT D - SCHEDULE OF SERVICES
- ATTACHMENT E - LISTING OF SUBCONSULTANTS

ATTACHMENT A

PROJECT NAME

Contract No. [Insert Contract Number]

SCOPE OF WORK

ATTACHMENT B

[INSERT PROJECT NAME]

Contract No. [Insert Contract Number]

CONFLICT OF INTEREST DETERMINATION

CONSULTANT shall at all times comply with the terms of the Political Reform Act and the local conflict of interest ordinance. CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the City.

“CONSULTANT”¹ means an individual who, pursuant to a contract with a state or local agency:

- (A) Makes a governmental decision whether to:
 - 1. Approve a rate, rule or regulation;
 - 2. Adopt or enforce a law;
 - 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - 4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
 - 5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
 - 6. Grant City approval to a plan, design, report, study, or similar item;
 - 7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or

- (B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulations 18700.3(a) and 18704 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City’s Conflict of Interest Code.

DISCLOSURE DETERMINATION:

¹ The City’s Conflict of Interest Code and the Political Reform Act refer to “consultants,” not “contractors.” The City’s professional services agreements might refer to the hired professional as a “contractor,” not a “consultant,” in which case the Conflict of Interest Code may still apply. The Conflict of Interest Code, however, does not cover public works contractors.

- 1. CONSULTANT/CONTRACTOR will not be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above. No disclosure required.
- 2. CONSULTANT/CONTRACTOR will be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above. As a result, CONSULTANT/CONTRACTOR shall file, with the City Clerk of the City of Coronado in a timely manner as required by law, a Statement of Economic Interest (Form 700) as required by the City of Coronado Conflict of Interest Code, and the Fair Political Practices Commission, to meet the requirements of the Political Reform Act. *

Signature _____ Date _____

Name _____ Department _____

City Attorney Approval of Determination _____

City Manager Approval of Determination _____

*The CONSULTANT’s disclosure of investments, real property, income, loans, business positions and gifts, shall be limited to those reasonably related to the project for which CONSULTANT has been hired by the CITY. The scope of disclosure for CONSULTANT is attached hereto as Attachment B-1.

ATTACHMENT B-1

[INSERT PROJECT NAME]

Contract No. [Insert Contract Number]

CONFLICT OF INTEREST SCOPE OF DISCLOSURE

(For use in preparing California Form 700)

Investments: “Investment” means a financial interest in any business entity engaged in the business of [insert types of businesses, e.g., if CONSULTANT is working on a public works project, he or she should disclose investments in contracting firms, building material suppliers, design firms, etc.]

Real Property: “Real property” interests are limited to real property in the City of Coronado, wherever located.

Sources of Income: “Sources of income” means income (including loans, business positions, and gifts) of the CONSULTANT, or the CONSULTANT’s spouse or domestic partner in excess of \$500 or more during the reporting period from sources that are business entities engaged in the business of [insert types of businesses, e.g., if CONSULTANT is working on a public works project, he or she should disclose investments in contracting firms, building material suppliers, design firms, etc.]

ATTACHMENT C

[INSERT PROJECT NAME]

Contract No. [Insert Contract Number]

PAYMENT FOR SERVICES

A. PAYMENT FOR SERVICES: Payments to the CONSULTANT for the DESCRIBED SERVICES shall be made in the form of monthly payments due for the percentage of work performed on each Phase as a percentage of the total fee for the Phase. Percentage of completion of a Phase shall be assessed in the sole and unfettered discretion of the Contract Officer or the designated representative. All invoices submitted by the CONSULTANT shall show an hourly reconciliation of time spent on each Phase. The original invoice shall be provided for any subcontracted services. Normal processing time for payments is four (4) weeks.

For performance of each Phase or portion thereof as identified below, CITY shall pay a fixed fee associated with the Phase of the DESCRIBED SERVICES in the amount and at the time or milestones set forth. CONSULTANT shall not commence Services under any Phase, and shall not be entitled to compensation for the Phase, unless CITY shall have issued a Notice to Proceed to the CONSULTANT as to the Phase.

<u>PHASE</u>	<u>FIXED FEE FOR PHASE</u>
1.	\$ _____
2.	\$ _____
3.	\$ _____
TOTAL FIXED FEE	\$ _____

B. REIMBURSABLE SERVICES – [Describe or State “None.”]

ATTACHMENT D

[INSERT PROJECT NAME]

Contract No. [Insert Contract Number]

SCHEDULE OF SERVICES

PROJECT SCHEDULE – The Project Schedule shall be appended here.

CONSULTANT agrees to diligently pursue the work described. The following schedule contractually obligates the CONSULTANT to perform all services to meet the time duration for each Phase of work shown:

[CONSULTANT to Propose Schedule for Approval by City.]

ATTACHMENT E

[INSERT PROJECT NAME]

Contract No. [Insert Contract Number]

LISTING OF SUBCONSULTANTS

Listed below are any and all SUBCONSULTANTS which the CONSULTANT plans to employ under this AGREEMENT. No change is allowed without the prior approval of the Contract Officer.

SUBCONSULTANT

SUBCONSULTANT

SUBCONSULTANT

SUBCONSULTANT

SUBCONSULTANT

SUBCONSULTANT

SUBCONSULTANT

SUBCONSULTANT
