



THE CITY OF
HALF MOON BAY
CALIFORNIA

REQUEST FOR PROPOSALS (RFP)

Grant Writing Services

www.hmbcity.com/

Date of Issue: October 4, 2016

Due Date: October 25, 2016

1. RFP Overview

1.1. About City of Half Moon Bay

Located 28 miles south of San Francisco, Half Moon Bay is a community of about 12,300 people, situated on the peninsula between forested hills and some of the most beautiful coastlines that California has to offer. Its historic Downtown is home to numerous shops, art galleries, restaurants, bed and breakfasts, and other businesses, and its celebrated beaches and parks are wonders of nature, accessible to pedestrians, bicyclists, and equestrians. With its many activities and events, beautiful natural scenery, old-town charm, and abundance of retail and commercial services, Half Moon Bay is a regional destination.

Half Moon Bay and the coastside are also home to numerous nurseries and farms. The world-famous Pumpkin Festival, held in October, draws hundreds of thousands of people to the coast to enjoy its panoramic vistas, fine cuisine, arts and crafts, and genuine hospitality. Half Moon Bay and the coastside are proud of their agriculture and floriculture center where roadside stands sell locally grown fruit, artichokes, greens, root vegetables, beans, and herbs. You cannot top the fresh seafood available everywhere in restaurants or to take home to prepare yourself.

Residents of this charming community live a lifestyle that many think no longer exists in California. Neighbors care about each other, schools are important, and there is a sense of real community.

1.2. Purpose of RFP

The City of Half Moon Bay (City) is accepting proposals from qualified Consultants, including individuals and/or firms, for Comprehensive Grant Writing Services in accordance with the included specifications, terms, and conditions shown in this RFP. Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

The purpose of this RFP is to solicit for professional services from qualified firms and/or individuals to provide professional services to the City in the form of a needs assessment, research and identification of potential grant opportunities, and providing grant writing and grant coordination. A qualified firm and/or individual will be selected through a competitive, quality-based, fair and open process at the sole discretion of the City.

1.3. Objectives

The City desires to maximize the benefits of grant funding. Grant funds would assist the City to provide the following:

- Funding opportunities that will help various City departments to reach their goals;
- Funding opportunities for activities that would otherwise be financed by the General Fund;
- Funding opportunities for Capital Improvement Program projects;
- Funds to cover one-time costs versus ongoing operational costs; and
- Funding for collaborative efforts with multiple departments, agencies, community-based organizations and/or jurisdictions.

Departments for which grant research/grant writing/grant coordination will be needed for include but are not limited to:

- Administrative Services
- City Clerk
- City Manager’s Office
- Community Development
- Finance
- Legal
- Public Safety

1.4. SELECTION CRITERIA

The successful Consultant will be selected on the basis of professional qualifications and demonstrated competence. Particular attention will be paid to:

- A. Ability to perform the requirements outlined in this RFP.
- B. Qualifications and relevant experience of the Consultant who will work on the project.
- C. Amount and quality of time key personnel will be involved in their respective portions of the project.
- D. Demonstrated record of success by the Consultant.
- E. The specific method and techniques to be employed on the project.
- F. Ability to provide appropriate insurance in adequate amounts.
- G. Cost of services.

1.5. SELECTION PROCEDURE

All responses to this RFP that meet the submittal requirements (Section 3) will be evaluated by a review panel formulated by the City. The evaluation committee will identify a short-list of the best qualified Consultants. The short-list of Consultants will be asked to participate in interviews/scripted demonstrations. The interviews can be on-site or via video conference (supplied by Consultant.)

The reference check will consist of telephone and/or email inquiries of current or past customers of Consultant – either provided by Consultant for reference or contacted independently by the City.

Upon completion of the interview, demonstration, and reference checks, the City will select a finalist with whom to begin final negotiations of a contract.

Submittal of a proposal does not guarantee a Consultant will be asked to interview/demonstrate. Attendance at any such interview/demonstration will be at the Consultant’s expense.

1.6. RFP SCHEDULE (TENTATIVE)

Table below is an estimate of the schedule that will be followed.

Item	Date
Release RFP	October 4, 2016
Consultant Questions Due	October 11, 2016
City Response to Questions	October 18, 2016
RFPs Due	October 25, 2016 at 5:00 P.M. (PST)
Proposal Evaluation Period	Week of October 31, 2016
Notify Short List Consultants	November 11, 2016
Reference Checks	Week of November 14, 2016
Interviews/Scripted Demos of Top/Best Qualified	Weeks of November 14, 2016 and/or November 21, 2016
Selection of Finalist, and Begin Negotiations	December 5, 2016
Tentative Launch Date	January 2, 2017

The City reserves the right, at its sole discretion, to adjust the schedule as it deems necessary. Notification of any adjustment to the RFP Schedule will be posted on the City’s website as an addendum to the RFP and Consultants notified via email.

1.7. RFP Questions / Contact

The City invites Consultants to submit a proposal in accordance with the terms, conditions, and specifications contained in this document. Please provide the information requested on October 25, 2016 as instructed in SECTION 3 and email it by 5:00 p.m. to:

Oscar Murillo

Management Analyst

OMurillo@hmbcity.com

Consultant is responsible to ensure email was successfully received. Questions and requests for clarification and/or additional information should be directed via email to the contact above. All responses to questions/clarifications will be posted on the City's website as an addendum to this RFP (see Section 1.6 - Schedule).

2. Scope of Services / System Requirements

The City is requesting proposals to provide professional services for the City on a contract basis. Consultant's response should be in narrative form and detail the individual or firm's qualifications to provide that type of service.

2.1. Scope of Services

Services will include the following:

1. Needs Assessment
 - Facilitate and conduct an initial on-site assessment meeting with individual departments to review and assess grant funding priority areas for the City.
2. Grant Research
 - Identify grant opportunities that are strategically aligned with the City Council's goals and meet the specific needs of the City's work plan (as determined through the needs assessment), and are available through local, county, state, federal, foundation, private and other funding sources; and
 - Obtain written approval for all grant applications in advance of submittal.
3. Grant Writing
 - Complete grant applications, including budget, concept plans and all other necessary items associated with a grant package. Consultant is expected to

work independently with City staff support limited to providing documents to which only City staff has access and necessary oversight, as determined by the City;

- Ensure that letters of support and other required certifications or documents are submitted with the grant application;
- Submit the grant application in the appropriate format with copies as required in accordance with the grant timeline; and
- Perform other necessary tasks related to the successful completion and submission of a grant application, as determined by the City.

4. Prepare City Staff for Grant Management

- Instruct City staff on development of successful grant proposals, review of application guidelines, and development of requisite timelines and checklists to ensure timely completion and submission of grant applications;
- Following award of a grant to City, create a checklist, timeline and filing system for the City staff to successfully administer the grant in accordance with the grant reporting requirements and timelines; and
- Perform other necessary tasks related to the successful monitoring of and compliance with the grant requirements, as determined by the City.

2.2. Requirements

As part of the proposal submittal, the Consultant must meet the following minimum requirements:

- Excellent written and verbal communication skills.
- Highly organized with the ability to manage prospect identification and evaluation.
- Proficient in research, interpreting research and analyzing data.
- Proven track record of successful grant writing results demonstrating approved federal, state or private foundation grant applications.

2.3. Term

Term of the contract for the above referenced services shall be for an initial period of one (1) year, with an option to extend the term for an additional one (1) year period at the sole discretion of the City and based on mutual agreement. The City shall reserve the right to terminate contract with 30 days notice.

3. PROPOSAL SUBMITTAL REQUIREMENTS

Proposal shall be organized in the following manner and provide a concise description of the Consultant’s proposed solution and capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Sales and marketing brochures are not necessary or desired.

Proposal shall be submitted electronically no later than the deadline stated in the schedule in section 1.6 (October 25, 2016). Consultant must submit an electronic-file PDF to Oscar Murillo at OMurillo@hmbcity.com by 5:00 p.m. PST.

3.1. Proposal Format

Proposals must be structured and labeled in the following manner:

- Letter of Interest
- Section 1 – Consultant Organization; if individual, then individual’s background
- Section 2 – Consultant Experience/Qualifications
- Section 3 – References
- Section 4 – Proposed Solution
- Section 5 – Pricing

3.2. Letter of Interest

- Must include individual or firm’s legal entity name, address, telephone number, and e-mail. If a firm, include Consultant’s designated contact’s name and contact information.
- Letter must be signed by person authorized to bind firm by contract.
- Short synopsis of Consultant’s proposal and credential to deliver the services sought under the RFP.

3.3. SECTION 1 – Consultant Organization

This section of the proposal must include the following Consultant information:

- Type of ownership and number of years in business providing the services requested in RFP.
- Identify Consultant’s existing client base including the number of clients Consultant provides with the services being proposed.
- Identify the location of ongoing maintenance and support staff.
- Identify any pending litigation against the Consultant.

- Identify if Consultant has filed any bankruptcy or insolvency processing in the last ten (10) years.
- Identify any mergers, acquisitions, or sales of the Consultant company within the last five (5) years.
- Identify any contracts for Consultant to perform services within the last five (5) years that were ended prior to the execution of the full contract term.

3.4. SECTION 2 - Consultant Experience/ Qualifications

- Provide a brief description of Consultant firm.
- Describe Consultant’s current engagements related to grant research, grant writing, and grant management.
- Describe past engagements (including dates) for grant research, grant writing, and grant management (highlight any government and/or California local agencies).
- Describe Consultant’s basic approach to performing services requested in the RFP.
- Describe any proprietary systems or technology that would be necessary to complete the proposed project, if applicable. If no proprietary technology or systems are necessary, please so state.
- Please include any case studies, if applicable.

3.5. SECTION 3 - References

- Provide a minimum of three references from within the past five years, preferably of a local government/city similar in size to Half Moon Bay.
- For each reference provide: Entity name, customer contact information (name, title, phone and e-mail), scope of work, project start / end date and website URL(s).

3.6. SECTION 4 - Proposed Solution

- In this section, Consultant is requested to demonstrate its understanding of the scope and services requested, and provide a comprehensive overview of the solution proposed.
- Based on the Consultant’s experience and expertise, identify any additional proposed features, functions, or capabilities that the City should consider to meet the City’s stated goals.

3.7. SECTION 5 - Implementation Approach

- Describe Consultant’s implementation methodology and approach. This includes the tools and techniques that will be used.

- Provide a project schedule that identifies key activities, deliverables, milestones and resources required. The City seeks a detailed understanding of the work plan that will be followed to ensure success.
- Describe the roles and responsibilities of both the City and Consultant staff during each phase of implementation. In addition, provide an estimated amount of time required of City staff during implementation.
- Describe Consultant’s testing methodology and criteria for success. Also outline the responsibilities of City staff during user acceptance testing.
- Identify the key personnel proposed and roles for this project.
- Include biographies for key personnel and their experience on comparable projects.
- Identify subcontractors, if any, to be utilized and include biographies showing their experience on comparable projects.
- Explain how Consultant will ensure continuity of staff throughout the engagement.

3.8. SECTION 7 - Cost Proposal

The City is seeking a clear and comprehensive understanding of all costs associated with providing the services outlined in this RFP. In this section, the Consultant must itemize all costs.

Consultant hours and pricing should be provided for the following tasks (as outlined in Section 2.1):

- Consultant to provide an initial needs assessment.
- Consultant to provide grant research services for a period of one (1) year.
- Consultant to provide grant writing services for a period of one (1) year.
- Consultant to provide services to prepare City Staff for grant management for a period of one (1) year.

4. General Requirements

4.1. Disclosures

Public Records and Proprietary Information

Consultants’ attention is drawn to the fact that all proposal documents submitted are subject to California Code Section 6250 et seq., commonly known as the Public Records Act. Information contained in the proposals may be made public after the review process has been completed, negotiations have concluded, and a recommendation for

award has been officially placed on the agenda for City council consideration, and/or following award of contract, if any, by the City Council.

Background Checks

The City reserves the right to make such background checks as it deems necessary to determine the ability of the Consultant to perform the work. The City reserves the right to reject any proposal if the background check fails to satisfy the City that such Consultant is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

4.2. Stipulations

The City is not responsible for any expenses which Consultants may incur in preparing and submitting the proposal. The City will not be liable for any costs incurred by the Consultants that are related to the RFP process; this includes production of the proposal, interviews/presentations, travel, or accommodations. The City reserves the right to request or negotiate modifications to the proposals that are deemed appropriate. All proposals received from Consultants in response to this RFP will become the property of the City and will not be returned to the Consultants. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City. The City reserves the right to reject any and all proposals and to waive minor irregularities. The City also reserves the right to seek new proposals.

4.3. Agreement

Consultants should carefully review this RFP and all attachments including, but not limited to, the City's standard Consulting Services Agreement (Attachment A). The selected Consultant will be required to sign the City's agreement. Comments or objections to any terms of the City's agreement must be made in writing and received with the proposal submission. Consultant should note any objections, or if none, note that as well.

Attachment A – City Agreement



CITY OF HALF MOON BAY
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made by and between the City of Half Moon Bay, a California municipal corporation (“City”) and [INSERT NAME OF CONSULTANT], a [INSERT TYPE OF BUSINESS ENTITY, LLP, LLC. CORPORATION, ETC.] (“Consultant”), effective as of [insert start date of services].

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached hereto as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall run until [INSERT END DATE] or until terminated by either party pursuant to Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in accordance with usual and customary professional and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of

performance provided in Section 1.2 above and to satisfy Consultant’s obligations hereunder.

Section 2. COMPENSATION. Exhibit A to this contract contains the Scope of Work and the Fee Schedule. The City shall pay Consultant for services rendered pursuant to the Fee Schedule at the time and in the manner set forth herein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant’s estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing for each planning application along with the amount of prior billings, the total due in the current period, and the percentage of completion of processing for the application;
- For each application processed, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, and a brief description of the work;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours;
- The Consultant’s signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

- 2.3 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the Fee Schedule shown in Exhibit A, incorporated herein by this reference. (Consultant is expected to work between 4 and 8 hours per week but not exceed \$50k.)
- 2.4 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.5 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.6 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

Section 4. INSURANCE REQUIREMENTS.

- 4.1** During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

- Worker’s Compensation insurance as required by the laws of the State of California.
 - Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 4.2** Consultant shall require each of its subcontractors within their subcontract (in writing) to maintain insurance coverage that meets all of the requirements of this Agreement.
- 4.3** The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A: VII in the latest edition of Best’s Insurance Guide.
- 4.4.** Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.
- 4.5.** At all times during the term of this Agreement, Consultant shall maintain on file with City’s Finance Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).
- 4.6.** Consultant shall provide proof that policies of insurance required herein expiring, or cancelled, during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages, or immediately for any policy being cancelled.
- 4.7.** The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City.
- 4.8** The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers,

employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

- 4.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 4.10. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 4.11. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES. Consultant shall hold harmless, defend and indemnify City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Consultant’s performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

The total liability in the aggregate of Consultant and its employees, subcontractors or suppliers to the City and anyone claiming through or under the City on all claims of any kind (excluding

claims for death or bodily injury) arising out of or in any way related to Consultant's services or from any cause or causes whatsoever shall not exceed the limits of insurance identified herein.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant No Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person’s race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon 30 days written notice to Consultant.

Consultant may cancel this Agreement upon 30 days written notice to City.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contract or prepared by or for Consultant or the City in connection with this Agreement. In the event Consultant is not provided notice of any outstanding materials to be delivered to City, Consultant shall be entitled to payment within 30 days.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City’s remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; and/or
 - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant’s Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. To the extent allowed by law, City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

- 9.2 Consultant’s Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorney Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Mateo or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by the City Manager or their designee (“Contract Administrator”). All correspondence shall be directed to or through the Contract Administrator.

10.10 Notices.

Any written notice to Consultant shall be sent to:

INSERT CONSULTANT name

INSERT CONSULTANT street address

INSERT CONSULTANT city, state, zip

INSERT CONSULTANT attn. to

INSERT CONSULTANT phone

INSERT CONSULTANT fax
INSERT CONSULTANT email]

Any written notice to City shall be sent to:

City of Half Moon Bay
501 Main Street
Half Moon Bay, CA 94019
Attn: INSERT NAME
Phone: INSERT PHONE
Fax: (650) 726-9389
Email: INSERT EMAIL

10.11 Integration. This Agreement, including the Scope of Work and Fee Schedule attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement effective as of the date first written above.

“CITY”
CITY OF HALF MOON BAY

Date: _____

By: _____
City Manager

Attest:

Approved as to form:

By: _____
City Clerk

City Attorney

Date: _____

“CONSULTANT”
[INSERT CONSULTANT NAME]

Date: _____

By: _____
[INSERT TYPED NAME]
Its: _____