



City of Sonoma

REQUEST FOR PROPOSALS

196 East Spain Street, Sonoma
California Environmental Quality Act (CEQA) Compliance

Date Released: April 3, 2024



PROPOSALS MUST BE RECEIVED NO LATER THAN 5:00 P.M., May 1, 2024

INTRODUCTION AND BACKGROUND

The City of Sonoma (City) requests proposals for the preparation of an Initial Study and Mitigated Negative Declaration (IS/MND) for the 196 East Spain Street Single Family Residential Project.

Project Site: The project site is located at 196 Spain Street East in the City of Sonoma. The project site is on the north side of East Spain Street East at the northwest corner of Second Street East and totals 1.03 acres. The site is developed with an existing 2,007 square foot residence, 1,288 square foot dairy barn, 2,814 square foot horse barn, and other ancillary structures. Two adjacent parcels are owned by the property owner and are used for a horse rescue operation. The street frontage is unimproved. Below is a list of existing structures onsite:

1. Main Residence
2. Storage Shed
3. Turkey Barn
4. Dairy
5. Shed
6. Silo
7. Carriage Barn
8. Well Pump Shed
9. Horse Barn

Background: The project site and adjacent parcels are on what were originally Lots 18 and 23 of the Pueblo Map of Sonoma. The farm at 196 Spain Street East is over 100 years old, is within the City of Sonoma's Historic Overlay Zone, is included in the Sonoma League for Historic Preservation's inventory of historic resources, is included in the California Office of Historic Preservation's "Built Environmental resource Directory" (BERD) with a status code of "1D" and is included as a contributing element to the Sonoma Plaza National Register Historic District (NRHD). Specifically, the house, two barns and pasture on the west side of the property constitute the historic resources on this site as defined in the 1992 Sonoma Plaza NRHD. The other outbuildings have either lost physical integrity or are modern structures.

As contributing elements to a National Register District, the house, two barns and pasture are automatically included in the California Register of Historic Resources and are considered historic resources under the California Environmental Quality Act (CEQA). The resources retain sufficient integrity to convey their historic significance. These three resources are included as contributing elements to the 1992 NRHD because:

1. They were built during the district's period of significance (1835-1944).
2. They are associated with the early-twentieth century residential and agricultural development of Sonoma.
3. They are architecturally distinctive as vernacular examples of residential/agricultural structures.

The character defining features of the residence include its cross-gabled form, gambrel and gable roofs, shingle and horizontal wood siding, chamfered bay, and paired windows (one-over-one, double-hung, wood). The character defining features of the Dairy Barn are its rectangular massing with shed additions, two-story gambrel roof central section with one-story shed-roof additions, irregular fenestration,

horizontal wood siding and pulley beam. The Horse Barn is characterized by its “broken slope” form, vertical wood siding, and random openings. The field is characterized by gently rolling terrain.

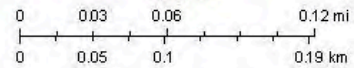
Figure 1. Location Map



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|----------------------|------------|--------------|
| Improvement Linework | CityLimits | PRIVATE |
| Back-of-Curb | Streets | Creeks |
| Back-of-Walk | ARTERIAL | Parcels |
| Edge-of-Pavement | HWY | ParcelsOwner |
| Face-of-Curb | LOCAL | |



Plotmety International, The County of Napa, Maxar

Figure 2. Site Aerial



Figure 3. Site Photos



PROPOSED PROJECT

The project entails the construction of 2,315 square feet of additions to the existing 2,007 sf residence, construction of a new 382 sf Accessory Dwelling Unit (ADU), pool, landscaping, and modifications to many of the existing accessory structures on site. As proposed the residence would total 4,322 sf with 2,050 sf of covered porches. The one story, 382 square foot ADU would be utilized for a future farm manager and would be constructed in the southeast corner of the barnyard and would be separated from the residence by a covered, 189 square foot outdoor storage area.

The 2,814 square foot Horse Barn requires some rot and waterproofing repairs, but it's existing appearance and size will be maintained. The 1,288 square foot Dairy Barn will be relocated and repair. The existing exterior appearance will be retained, with the exception of the removal of an addition on the west side of the building and the reconstruction of the dilapidated shed addition on the south side, resulting in an overall structure size of 1,291 square feet.

The residence, dairy barn, horse barn, and adjacent pasture were listed as contributing elements to the Sonoma Plaza National Register Historic District and are included in the California Register of Historic Resources and are historic resources under the California Environmental Quality Act (CEQA).

As part of the relocations and remodels, some of the existing trees on the property will be removed. None of the trees to be removed are considered significant per City of Sonoma code, with the exception of a 9" diameter tree at the southeastern corner of the lot in the public right of way.

Frontage Improvements: A new sidewalk conforming to City of Sonoma standards will be added along the East Spain Street property line, but an alternative material such as decomposed granite (or similar) is being proposed to preserve an historical appearance.

Project information is available for review at:

<https://www.sonomacity.org/castagnasso-horse-farm-project/>

REQUEST FOR PROPOSALS

The City requests proposals for the preparation of an Initial Study and Mitigated Negative Declaration (IS/MND). While a single-family residential project would not typically require this level review, the historic nature of the project site and adjacent parcels, the historic nature of the residence, and the location adjacent to the Sonoma Mission require an elevated level of environmental review.

The proposals submitted in response to this RFP will be used as a basis for selecting the Consultant for this project. The Consultant's proposal will be evaluated and ranked according to the criteria provided in Appendix C, "Evaluation Criteria," of this RFP. Addenda to this RFP, if issued, will be sent to all prospective Consultants the City of Sonoma has specifically e-mailed a copy of this RFP. The Consultant's attention is directed to Appendix B, "Proposal Requirements."

Submit one (1) electronic copy in PDF format of the Consultant's proposal to Kristina Tierney via email only at ktierney@sonomacity.org prior to **5:00 P.M., May 1, 2024**.

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant. Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

This RFP does not commit the City of Sonoma to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City of Sonoma reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City of Sonoma to do so. Furthermore, a contract award may not be made based solely on price.

The prospective Consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the City of Sonoma.

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

The anticipated consultant selection schedule is as follows:

Proposal review and evaluation:	May 2 - May 3, 2024
Contract Award and Notice to Proceed*:	May 6, 2024

*Please note the City of Sonoma would like to begin the project immediately upon contract award.

Any questions related to this RFP shall be submitted in writing to the attention of **Kristina Tierney, Associate Planner, via email only at ktierney@sonomacity.org**. Questions shall be submitted before 2:00 PM on April 17, 2024.

SCOPE OF WORK

The City of Sonoma seeks a qualified consultant to prepare an Initial Study and Mitigated Negative Declaration (IS/MND). This Scope of Work includes all tasks necessary to prepare the required CEQA documentation and support the project through the approval process. The Consultant shall comply with all insurance requirements of the City of Sonoma, included in the sample Professional Services Agreement in Appendix A. The task list summary is as follows:

TASK 1: PROJECT MANAGEMENT

The consulting team will schedule a kickoff meeting with City staff to discuss refinements to the scope of services and schedule. The schedule will address all major stages of the project. The consulting team will facilitate regular progress meetings with City staff in person or via video conference, to ensure that the project is on time, on budget, and that any issues are quickly resolved. The consulting team will coordinate with City staff to ensure that the project remains on schedule and within budget. The team will regularly coordinate with staff, including via calls and emails, to communicate status of deliverables and budget, progress, and any information needed from City staff. Project management shall include attendance at a minimum of two public hearings.

Task 1 Deliverables:

- Project Schedule
- Monthly meeting or email updates with a list of action items (electronic only)
- Attendance at two public hearings

TASK 2: DATA

This task will include visiting the project site and surroundings to observe and photo document environmental and land use conditions; reviewing the details of the proposed project; reviewing the regulatory setting for the project (including relevant ordinances and zoning provisions, City of Sonoma 2020 General Plan context, etc.); and reviewing existing background studies and technical information to identify what materials are available for use to inform the CEQA process and if any additional information, studies or reports are required to prepare Task 3. The applicant has submitted a number of documents pertaining to the cultural and historic resources onsite, including:

- 1) October 2022. Historic Resource Evaluation Dairy Barn at 196 Spain Street East, Sonoma, California (APN 018-171-012)
- 2) December 2023. Cultural Resources Study for 196 E. Spain Street (Pritchard Farm), Sonoma, Sonoma County, California
- 3) December 2023. Historic Resource Evaluation 196 Spain Street East, Sonoma, California

Project information is available for review at:

<https://www.sonomacity.org/castagnasso-horse-farm-project/>

Upon completion of the data review, the consultant will provide a memorandum summarizing available reports and studies and identifying potential deficiencies, and a list of additional data if needed. The

consultant will submit a memorandum to the City outlining any concerns and recommend revisions to resolve identified concerns. The scope and budget should anticipate coordination with City staff and the applicant.

Task 2 Deliverables:

- Draft memorandum to the City outlining any concerns and recommend revisions to resolve identified concerns or deficiencies in the technical reports.
- Final memorandum.

TASK 3: INITIAL STUDY

The consultant will prepare documentation to satisfy the California Environmental Quality Act (CEQA). The first step will be an Initial Study (IS), including consultation with Native American tribes if any tribes request consultation through the AB 52 notification and consultation processes.

Task 3.1: Native American Tribe Consultation

The consultant, in coordination with the City, shall conduct required consultation with Native American tribes if any tribes request consultation through the AB 52 notification and consultation processes.

Task 3.2 Project Description

The consultant shall prepare a draft Project Description based on the project information and applicable regulatory requirements and will provide an electronic copy (Microsoft Word and PDF format) for review by staff and applicant. As a basis for the environmental analysis to follow, a clear and thorough description of the project and its required approvals is a critical first step in the CEQA process. Textual, tabular, and graphic presentation (maps, plans, renderings, or diagrams) will be included as necessary to facilitate a thorough understanding of the project. The consultant shall address comments on the draft Project Description to prepare a final Project Description which will be used as a basis for the analysis in the Initial Study.

Task 3.3 Administrative Draft IS

The consultant shall prepare an internal review (Administrative) Draft IS. All environmental checklist findings will be supported by data and analysis. Where applicable, impacts will be quantified and compared to quantitative significance thresholds. The consultant shall submit electronic copies of the Administrative Draft IS in both PDF and Word format.

Task 3 Deliverables:

- Native American Consultation documentation (electronic only)
- One (1) Draft Project Description (electronic only)
- One (1) Administrative Draft Initial Study (electronic only)

TASK 4: MITIGATED NEGATIVE DECLARATION

Task 4.1: Public Review Draft

The consultant shall respond to City comments on the Administrative Draft Initial Study and MND and format the document as a Public Review Draft IS/MND to be distributed for the required CEQA public review period. One electronic copy of the Public Review Draft IS/MND and up to 5 bound paper copies will be provided. The consultant shall provide a screencheck version of the Public Review Draft Initial Study MND prior to publication. The consultant shall prepare a Notice of Intent to Adopt a Negative Declaration and transmit the required forms and copies of the IS/MND to the State Clearinghouse and County Clerk. The consultant shall be responsible for mailing copies and notices to responsible agencies and associated fees. The City will be responsible for the City's procedures, including posting at the site, sending to neighboring or nearby property owners or residents, newspaper noticing, and/or sending to interested parties.

Task 4.2: Final Initial Study ND/MND and Response to Comments

Upon receipt of public comments on the Public Review Draft IS/MND, the consultant shall prepare draft responses for City review. If City staff determines that preparation of a Final IS/MND is necessary, upon receipt of City comments on the draft responses to comments, the consultant shall incorporate changes (if any) and prepare the Final IS/MND. Otherwise, the Responses to Comments document will be provided as a standalone document to accompany the Draft IS/MND.

This task also includes the preparation of the Mitigation Monitoring and Reporting Program (MMRP), if required, formulated as a table listing all mitigation measures and indicating what monitoring actions are required, which department(s) will be responsible for monitoring, and when monitoring is to occur. After City screencheck review of the Final IS/MND and Responses to Comments, the consultant shall provide one electronic copy and up to 5 bound paper copies. If the project is approved, the consultant shall prepare a Notice of Determination (NOD) for the City to file with the County Clerk. The consultant shall be responsible for payment of County Clerk and California Department of Fish & Wildlife CEQA fees.

Task 4 Deliverables:

- One (1) Screencheck Public Draft for internal staff review (electronic only)
- One (1) Public Draft Initial Study (electronic only)
- One (1) Final IS/MND (electronic only)
- One (1) Mitigation Monitoring and Reporting Program (MMRP) (electronic only)
- One (1) Notice of Determination (NOD) (electronic only)

OPTIONAL TASK A: EXPEDITED SCHEDULE

The applicant has requested an expedited schedule to reduce time before hearing. If feasible, please provide an expedited schedule and costs associated with expediting.

PROPOSAL SUBMISSION

Section 1: Cover Page

Section 2: Consultant Statement of Qualifications

- Description of the company, its competencies and experience
- Explanation of Consultant's understanding of the project, as outlined in the Scope of Work
- At least two references with name of organization, contact person, and contact information
- Personnel to be assigned to the work, including qualifications such as education and professional experience, and brief examples of similar completed project scopes that these staff members have contributed to
- Identify the principal and the primary project manager

Section 3: Schedule

- Provide a project schedule including key milestones
- Optional Task 1: Identify expedited schedule if feasible

Section 3: Rates

- Provide a rate estimate for each of the tasks outlined in the Scope of Work and all services included in this proposal and all personnel and billing rates.
- Optional Task 1: Identify expedited cost schedule if feasible

Section 4: Insurance

- Provide proof of insurance consistent with the requirements set forth in Attachment A: Insurance Requirement and Professional Services Agreement.

OTHER REQUIREMENTS

Minimum Qualifications of Personnel - The Consultant shall meet the appropriate minimum qualifications as required by this contract.

Materials to be provided by the Agency - The Consultant shall provide all materials to complete the required work in accordance with the delivery schedule proposed by the Consultant and the cost estimate outlined in the contract. Materials (if deemed applicable, necessary, and when available from the City) that may be furnished or made available by the City and where listed in the contract, are for the Consultant's use only, shall be returned at the end of the contract.

Conflict of Interest Requirements - The Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

If a Consultant discovers a conflict during the execution of the contract, the Consultant must immediately notify the City of Sonoma regarding the conflicts of interest. The City may terminate the contract involving

a conflict of interest, and failure by the Consultant to notify the City may also be grounds for termination of the contract.

Business License - A City of Sonoma Business License is required for work performed in the City of Sonoma. For information on how to apply for a license and associated fees, please go to the City's website at <https://www.sonomacity.org/business-licenses/>

EVALUATION PROCESS

The Consultant(s) will be selected based on qualifications and demonstrated competence as the agreement may not be awarded to the lowest responsible proposer. When selecting the Consultant, the skill and ability of the entity or individual performing the services is a key component of the selection criteria. The City will select a Consultant(s) based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Cost will be only one factor in determining the selection. Consultants will be evaluated and selected based upon experience, price and schedule. Consultants should address these criteria in their proposal.

After the submittals are evaluated and ranked, the City, at its sole discretion, may elect to interview one or more respondents. Please note that respondents may be asked to submit additional documentation. In addition, the City reserves the right to select a proposal without conducting interviews.

If a recommended consultant(s) is identified, it will be the most qualified respondent Consultant(s) with whom City is able to successfully negotiate the compensation and terms and conditions of any and all agreements. Final selection of a Consultant(s), terms and conditions of any and all agreements, and authority to proceed with these services, shall be at the sole discretion of the City.

BACKGROUND DOCUMENTS

City of Sonoma:

The following documents provide both general and site-specific information that should be reviewed when preparing proposals:

- **City of Sonoma General Plan:** <https://www.sonomacity.org/documents/2020-general-plan/>
- **City of Sonoma Circulation Element:** <https://www.sonomacity.org/documents/final-sonoma-circulation-element-2016/>
- **City of Sonoma Housing Element:** <https://www.sonomacity.org/housing-element-update/>
- **Zoning Map:** <https://www.sonomacity.org/documents/sonoma-map/>
- **Zoning Code:** <https://www.codepublishing.com/CA/Sonoma/>

APPENDICES

Appendix A – Insurance Requirement and Sample Professional Services Agreement
Please submit any proposed modifications to the Professional Services Agreement with your
submittal.

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of Sonoma / [Company or Individual])

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into as of the last date indicated below by and between the City of Sonoma, a California municipal corporation (“City”), and _____ [enter consultant’s (company’s) name], a _____ [insert consultant’s state of incorporation] _____ [insert consultant’s legal status e.g., individual, partnership, corporation, nonprofit public benefit corporation, limited liability company, etc.] (“Consultant”) (collectively, “parties”).

2. RECITALS

2.1 City has determined that it requires the following professional services from a consultant: _____ [insert description of consultant’s services].

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

2.3 City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by City shall not operate as a waiver or release. Consultant represents and warrants to City that (a) it has all licenses, permits, qualifications, insurance and approvals of whatever nature which are legally required for Consultant to practice its profession, and (b) it shall, at its sole cost, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall indemnify and hold

harmless the City from and against any and all claims or expenses caused or occasioned directly or indirectly by Consultant's failure to so perform.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 "Agreement Administrator" for this project means _____ [Name and title of City employee]. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor.
- 3.2 "Approved Fee Schedule" means such compensation rates as are set forth in Consultant's _____ [insert date fee schedule submitted to City] fee schedule to City attached hereto as "Exhibit B" and fully incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.3 "Commencement Date" means _____ [enter commencement date].
- 3.4 "Consultant Project Administrator" means _____ [enter name of Consultant's contact for purposes of Agreement]. The Consultant Project Administrator will be the principal point of contact for the Consultant.
- 3.5 "Maximum Amount" means the highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is _____ Dollars (\$_____).
- 3.6 "Scope of Services" means such professional services as are set forth in Consultant's _____ [insert consultant's proposal date] proposal to City attached hereto as "Exhibit A" and fully incorporated herein by this reference.

3.7 "Termination Date" means _____ [enter termination date].

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended in writing by mutual agreement of the parties or terminated earlier in accordance with Section 18 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT'S SERVICES

5.1 Time is of the essence in Consultant's performance of services under this Agreement.

5.2 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator. All changes and/or extra work shall be performed and paid for in accordance with the following:

5.2.1 Only the City [enter department head] or City Council may authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the Council's or City [enter department head]'s authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in the Maximum Amount due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

5.2.2 If the Consultant is of the opinion that any work s/he has been directed to perform is beyond the scope of this Agreement and constitutes extra work, s/he shall promptly notify the Agreement Administrator of this opinion. The City shall make a determination

as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, it shall provide extra compensation to the Consultant on a fair and equitable basis. A Supplemental Agreement providing for such compensation for extra work shall be negotiated between the City and the Consultant. Such Supplemental Agreement shall be executed by the Consultant and be approved by the City in accordance with its purchasing policy.

5.2.3 In the event City determines that such work does not constitute extra work, Consultant shall not be paid extra compensation above that provided herein and if such determination is made by City staff, this determination may be appealed to the City Council as long as a written appeal is submitted to the City Manager within five (5) days after the staff's determination is received by the Consultant. Any written appeal shall include a description of each and every ground upon which Consultant challenges the staff's determination. The City Council's decision shall be final.

5.3 In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the Maximum Amount unless specifically approved in advance and in writing by City. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount payable above. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount payable above.

5.4 Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict-of-interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).

5.5 Consultant shall obtain and maintain in force a City business license for the term of this Agreement.

- 5.6 Consultant represents that it has no known relationships with third parties, City Council Members, or employees of City which would (i) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 et seq.), or other applicable law, (ii) prevent Consultant from performing the terms of this Agreement, or (iii) present a significant opportunity for the disclosure of confidential information.
- 5.7 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.8 This Agreement is subject to Government Code Section 84308, as amended by SB 1439. That statute requires Consultant to disclose any campaign contribution by the Consultant or the Consultant's agent to City Councilmembers or other City officials of more than two-hundred and fifty dollars (\$250) in the aggregate within the preceding twelve (12) months. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form, Exhibit C, with Consultant's execution of this Agreement.
- 5.9 Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

- 5.10** Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The Consultant Project Administrator shall have direct responsibility for management of Consultant's performance under this Agreement. No other person shall serve as Consultant Project Administrator without City's prior written consent.
- 5.11** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 5.12** Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the Agreement Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit B. City shall pay Consultant for work performed by its subconsultants (including labor) only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.
- 5.13** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.
- 5.14** Prevailing Wage Notice.
- 5.14.1 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.

5.14.2 In the event Consultant will perform inspection services, City or authorized representatives of the City shall have the right to inspect the work of such services whenever such representatives may deem such inspection to be desirable or necessary. Inspections by the City do not in any way relieve or minimize the responsibility of Consultant to conduct the inspections Consultant has expressly agreed to perform pursuant to this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and acceptability of each inspection of improvement or construction which Consultant agrees to inspect hereunder.

6. COMPENSATION

- 6.1** City agrees to compensate Consultant for the services provided under this Agreement and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.
- 6.2** Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought in the invoice.
- 6.3** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 6.4** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of

this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

- 8.1** Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Consultant, its officers, employees and agents shall not have any power to bind or commit the City to any decision or course of action, and Consultant, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of the City or that it or they have the power to bind or commit the City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 8.2** Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers’ compensation, and other applicable federal and state taxes.

9. CONSULTANT PROJECT ADMINISTRATOR

In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be performed at the request of the Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

10. INDEMNIFICATION

- 10.1** The parties agree that City, its officers, agents, employees, and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend (with counsel satisfactory to City) City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants, or anyone directly or indirectly employed by either Consultant or its subconsultants, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other expenses of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 10.3** City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 of this Agreement and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

- 10.4** The obligations of Consultant under this Section 10 of this Agreement are not limited by the provisions of any workers' compensation or similar statute. Consultant expressly waives its statutory immunity under such statutes as to City, its officers, agents, employees and volunteers.
- 10.5** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in Section 10 of this Agreement from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6** City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.
- 10.7** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 10.8** Notwithstanding any federal, state, or local policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not

qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

11. INSURANCE

11.1 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.

11.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured.

11.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:

11.3.1 Comprehensive General Liability Insurance written on a per occurrence basis with coverage limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) general aggregate, including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of Two Million Dollars (\$2,000,000) per claimant and Two Million dollars (\$2,000,000) per incident. Automobile liability insurance shall be evidenced by ISO Form Number CA 0001 covering Code 1 (any auto) or, if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned).

- 11.3.3 Worker's Compensation insurance if and as required by the laws of the State of California.
- 11.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. In the event Consultant's policy is a "claims made" policy only covering those claims made during the policy period, then Consultant agrees to maintain the professional liability insurance required hereunder and with respect to this project in effect for at least three (3) years after acceptance of the work. The retroactive date of the policy must be shown and must be before the Commencement Date of this Agreement. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date before the Commencement Date of this Agreement, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.
- 11.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants in his or her sole discretion.
- 11.5 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.
- 11.6 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 11.7 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming City and its officers, employees, agents and volunteers as Additional Insureds. Prior to commencement of work under this Agreement, Consultant shall file with City's Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG

20 37 07 04 or the substantial equivalent showing City as an Additional Insured.

- 11.8** Consultant shall provide proof that policies of insurance required by this Agreement expiring 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.
- 11.9** 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. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.10** The insurance provided by Consultant shall be primary to any other 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.
- 11.11** All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subconsultants.
- 11.12** 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 in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.

11.13 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.

11.14 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City.

11.14.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.

11.14.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

11.15 City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

12. MUTUAL COOPERATION

12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

12.2 If any claim, action, or proceeding is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim, action, or proceeding.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

14. RECORDS AND INSPECTIONS

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 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 Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this 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 City, for a period of three (3) years after final payment under the Agreement.

15. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

16. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; (ii) the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing); or (iii) the day of delivery if emailed to the email address listed below and simultaneously deposited in the U.S. mail, postage prepaid, to the address(es) listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

[Name]
City of Sonoma
[Department/Division]
No. 1 The Plaza
Sonoma, CA 95476
Telephone: (707) 938-3681
Facsimile: (707) [Fax Number]
Email: [Insert]

If to Consultant:

[Name]
[Company]
[Address]
[Address]
Telephone: [Insert]
Facsimile: [Insert]
Email: [Insert]

With courtesy copy to:

David J. Ruderman, Sonoma City Attorney
Colantuono, Highsmith & Whatley, PC
670 W. Napa Street, Suite F
Sonoma, CA 95476
Telephone: (707) 986-8091
Facsimile: (707) 509-7295
Email: druderman@chwlaw.us

17. SURVIVING COVENANTS

The parties agree that the covenants contained in Paragraph 8.2, Section 10, Paragraph 12.2, Section 13, and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

18. TERMINATION

18.1 The City may, in its sole and unfettered discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the services required. Notice of Termination of this Agreement shall be given in writing to Consultant and shall be sufficient and complete when same is emailed to Consultant and simultaneously deposited in the United States mail postage prepaid and certified, addressed as set forth in Section 16 of this Agreement. The Agreement shall be terminated upon receipt of the Notice of Termination by Consultant. If City should terminate this Agreement, the Consultant shall be compensated for all work satisfactorily performed prior to time of receipt of termination notice, and shall be compensated for materials ordered by the Consultant or his/her

employees, or services of others ordered by the Consultant or his/her employees prior to receipt of Notice of Termination whether or not such materials or final instruments of services of others have actually been delivered, provided that the Consultant or its employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of termination by the City shall be determined by the City [enter department head] in accordance with the percentage of project completed. In the event that this Agreement is terminated pursuant to this Paragraph 18.1, Consultant shall not be entitled to any additional compensation over that provided herein; nor shall Consultant be entitled to payment for any alleged damages or injuries (including lost opportunity damages) purportedly caused by the termination of this Agreement by the City pursuant hereto.

- 18.2** Consultant may terminate this Agreement upon thirty (30) days written notice to the City only for good cause. Consultant's written notice of termination shall contain a full explanation of the facts and circumstances constituting good cause. In the event of termination, all notes, sketches, computations, drawings and specifications, or other data, whether complete or not, produced through the time of the City's last payment shall be relinquished to the City. The City may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.
- 18.3** Should the Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may terminate this Agreement by giving written notice of such termination, stating the reasons for such termination in such event. Consultant shall be compensated as above, provided, however, there shall be deducted from such amount the amount of damage if any, sustained by City by virtue of the Consultant's breach of this Agreement.
- 18.4** In no event shall Consultant be entitled to receive more than the Maximum Amount that would be paid to Consultant for the full performance of the services required by this Agreement as provided in Paragraph 3.5 above and as otherwise provided in this Agreement.

19. GENERAL PROVISIONS

- 19.1** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 19.2** In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or applicant for employment because of race, color, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, sexual orientation, or any other unlawful basis. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, sexual orientation, or any other unlawful basis. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training, Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 19.3** Each party had an opportunity to consult with an attorney in reviewing and drafting this Agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting.
- 19.4** The captions appearing at the commencement of the Sections hereof, and in any paragraph thereof, are for convenience in reference to this Agreement. Should there be any conflict between such heading, and the Section or Paragraph thereof at the head of which it appears, the Section or Paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).

- 19.5** The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party to be charged with the waiver.
- 19.6** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 19.7** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. The venue for any litigation shall be Sonoma County, California and Consultant hereby consents to jurisdiction in Sonoma County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 19.8** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 19.9** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 19.10** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on behalf of the City and Consultant.
- 19.11** Nonprofit service contractors which receive contracts from the City of \$75,000 or more in a 12-month period, and for-profit service contractors who receive contracts from the City of \$10,000 or more in a 12-month period, provided they have more than six employees, may be subject to the City's Living Wage Ordinance. Sub-contractors with \$50,000 or more in annual gross receipts may also be subject to the Living Wage Ordinance. Unless otherwise exempt in accordance with the provisions of the Ordinance (Sonoma Municipal Code Chapter 2.70), this Agreement is subject to applicable provisions of the Living Wage Ordinance of the City as amended from time to time and available on the City's website.
- 19.12** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.
- 19.13** This Agreement shall be binding on successors and assigns of the parties.
- 19.14** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 19.15** The recitals are incorporated by this reference.

[Signatures on following page]

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

“City”
City of Sonoma

“Consultant”
[Name of Company or Individual]

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Signature

By: _____
Rebekah Barr, MMC, City Clerk

Printed: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

By: _____
David J. Ruderman, City Attorney

Date: _____

**“EXHIBIT A”
Scope of Work**

“EXHIBIT B”
Approved Fee Schedule

“EXHIBIT C”
Campaign Contribution Disclosure Form

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.

No City Councilmember or other City official shall accept, solicit, or direct a campaign contribution of more than \$250 from any party¹ or agent² for 12 months after the City approves a contract. This prohibition commences when an application is filed, or a proceeding is otherwise initiated.

A party to a City proceeding shall disclose on the record of the proceeding any campaign contribution of more than \$250 by a party or agent to any City Councilmember or other City official during the preceding 12 months. No party to a City proceeding, or agent, shall make a campaign contribution to a City Councilmember or other City official during a proceeding and for 12 months after the City approves a contract.

A City Councilmember or other City official who received a campaign contribution of more than \$250 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall abstain from participating in the proceeding. However, if he or she returns the portion of a campaign contribution in excess of \$250 within 30 days of knowing about the contribution and the relevant proceeding, he or she may participate in the proceeding.

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding.

² "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether you or your agent made a campaign contribution of more than \$250 to a City Councilmember or other City official within the preceding 12 months, you must aggregate all such contributions.

Names of current City Councilmembers and other City officials are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:

- License
- Lease
- Permit
- Franchise
- Other Contract
- Other Entitlement

Name and address of any party, or agent, who has contributed more than \$250 to any City Councilmember or other City official within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount \$ _____

Date _____ Amount \$ _____

(c) Name of City Councilmember or other City official to whom contribution was made:

1. _____
2. _____
3. _____

(d) Check here If no contributions have been made to any Councilmember or other City official in the preceding 12 months.

(e) I certify that the above information is provided to the best of my knowledge.

Printed Name _____

Signature _____

Date _____ Phone _____