



**CITY OF SONOMA
REQUEST FOR PROPOSAL
PROFESSIONAL SERVICES FOR
FLEET ANALYSIS SERVICES
OCTOBER 30, 2025**

Prospective Consultants:

The City of Sonoma (City) is interested in receiving proposals from qualified Consultants (Consultants) to assess the existing conditions of City facilities as described in this Request for Proposal (RFP).

Schedule of Events from Issuance of the RFP to Award of Contract:

RFP Distributed	October 30, 2025
Questions Due	November 13, 2025
Responses to Questions	November 20, 2025
Proposals Due	December 11, 2025
Contract Authorization	January 7, 2026 (anticipated)

City Point of Contact:

The sole source of contact regarding this RFP is Ashley Cotter, Public Works Administrative and Project Manager. Individuals or firms interested in submitting a proposal shall not contact other members of the City of Sonoma staff or Council members in connection with the RFP prior to the announcement of the Consultant selected.

Pre-Proposal Questions:

Questions regarding this RFP must be submitted to Ashley Cotter at acotter@sonomacity.org. Questions received by any other means will not receive a response. Questions will only be accepted until 5:00 p.m. on November 13, 2025. A document responding to all submitted questions will be provided no later than 5:00 p.m. on November 20, 2025.

Proposal Closing Date: 5:00 p.m. on December 11, 2025

An electronic file of the Consultant's proposal must be received by the City via email by emailing acotter@sonomacity.org not later than 5:00 p.m. on December 11, 2025. Proposals not received by this time and date will not be accepted. Refer to Section II.C for submittal details.

CITY OF SONOMA REQUEST FOR PROPOSAL

FLEET SERVICES ANALYSIS ON-CALL CITY ENGINEERING SERVICES

OCTOBER 30, 2025

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CITY OF SONOMA
REQUEST FOR PROPOSAL
PROFESSIONAL SERVICES FOR
FLEET SERVICES ANALYSIS

I. PROJECT INFORMATION

A. COMMUNITY & CITY ORGANIZATION OVERVIEW

The City of Sonoma is located in the southernmost end of Sonoma County, about 22 miles south of Santa Rosa and 45 miles north of San Francisco. The City was incorporated in 1883 and encompasses about 2.7 square miles within the Sonoma Valley. The Mediterranean climate makes the valley not only one of the world's finest grape-growing regions and a wonderful place to live for the City's nearly 11,000 residents. The City has more than 1,300 businesses that serve as the economic hub for the greater Sonoma Valley.

The City of Sonoma is a full-service general law city governed by a Council-Manager form of government. The City Council serves as the policy-making board for the municipality, and the City Manager is considered the Chief Executive Officer (CEO) of the municipal corporation. The City has 45 employees in several key departments including City Manager's Office/Administrative Services, Public Works, and Community Development (Planning & Building). The City contracts for police and fire protection services. The city currently maintains 42 vehicles and 34 pieces of equipment.

B. PURPOSE

The intent of this RFP is to provide an independent evaluation of the City's fleet size, age, condition, utilization, and replacement practices. It will also consider opportunities for sustainability, including compliance with California's Advanced Clean Fleets (ACF) regulation, and strategies for fleet electrification where feasible. As a small city, Sonoma's fleet is essential for daily operations, but resources are limited. The City seeks to ensure that fleet assets are managed in the most efficient, cost-effective, and sustainable manner possible. The City is therefore seeking professional consulting services to conduct a comprehensive fleet analysis.

C. SCOPE OF SERVICES

The successful consultant will provide a comprehensive assessment of the City's fleet management practices, current vehicles and equipment, and operational needs. At a minimum, the analysis should address the following elements, but is not limited to:

Fleet Inventory and Utilization

- Review and document the City's complete fleet inventory, including age, mileage/hours, usage, condition of each vehicle/equipment unit, and life expectancy.
- Assess all fleet units identified as reserve, backup, and/or pool vehicles if used as such versus active fleet. Assess utilization levels to identify underused or overused assets.
- Work with staff to understand needs for vehicles, both those that are currently met and those that exist but are unfulfilled.
- Provide recommendations for reallocating or reducing fleet units as appropriate.

Maintenance and Repair Practices

- Evaluate current maintenance operations, repair practices, and scheduling efficiency.
- Analyze annual maintenance costs by vehicle type and compare them to industry benchmarks.
- Identify opportunities to improve preventive maintenance and reduce downtime.

Lifecycle Costing & Replacement Planning

- Develop lifecycle cost projections for each vehicle class.
- Recommend replacement schedules and capital planning strategies.
- Provide guidelines for extending useful life where cost-effective.
- Work with other organizations (i.e. Sonoma Valley Department and the County Sheriffs Department/COS Police Department) within the City to help determine future needs.

Sustainability and Regulatory Compliance

- Assess opportunities to reduce greenhouse gas emissions and transition to alternative fuel or zero-emission vehicles. Evaluate the City's current infrastructure and the ability to achieve these opportunities.
- Evaluate compliance with California's Advanced Clean Fleets (ACF) requirements.
- Identify potential grant or funding opportunities to offset costs of transitioning to cleaner technologies.

Fleet Best Management Practices

- Review current practices related to procurement, vehicle selection, assignment of vehicles, financing/payment, lease options and disposal across all departments.
- Suggest software, metrics or dashboards for both managing and operating an efficient and effective fleet program and ongoing fleet performance monitoring.
- Review the metrics by which the City can measure the success of this effort, as well as the ongoing effectiveness and efficiency of the recommended fleet operations.

- Review and assess current staffing involved in fleet maintenance as well as fleet procurement across all relevant departments, including Police and Fire.

Deliverables

- Comprehensive written report summarizing findings and recommendations. (Fleet Assessment)
 - Facility Assessment/Space Needs to meet industry standards moving into the next 15 years.
- A prioritized replacement schedule with estimated costs.
- Recommended SOP's to be incorporated into the City's fleet program.
- Presentation of findings to City leadership and Public Works staff.
- Recommend effective organizational and operational structures to support the recommended fleet maintenance program.

D. AGREEMENT

The City of Sonoma intends to award an Agreement with a Consultant who will be available to provide all of the deliverables as outlined for the Fleet Services Analysis. Work may begin once the Agreement is signed by the City and Consultant. The term of the agreement shall be for a period of one (1) year from the date that the agreement is signed. The City may, at its discretion, extend the agreement for up to two (2) additional years, if needed. After the first year of the agreement and annually thereafter, the Consultant may request and submit justification for a reasonable increase in hourly billing rates. Such request, if made, is not guaranteed to be approved although the City will negotiate in good faith.

II. GENERAL CONDITIONS AND INSTRUCTIONS

The following general conditions and instructions apply to this RFP:

A. GENERAL REQUIREMENTS

Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the Professional Services Consultant (Consultant) in:

- Preparing a proposal in response to this RFP;
- Submitting that proposal to the City of Sonoma;
- Negotiating with the City of Sonoma on any matter related to this RFP, proposal and/or contractual agreement; and
- Any other expenses incurred by the Consultant prior to the date of an executed contract.

The City of Sonoma shall not, in any event, be liable for any pre-contractual expenses incurred by any Consultant. In addition, no Consultant shall include any such expenses as part of the price proposed to conduct the scope of work for this project.

Authority to Withdraw RFP and/or Not Award Contract

The City of Sonoma reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone the opening of proposals for its own convenience and to reject any and all proposals in response to this RFP without indicating any reasons for such rejection(s).

The City reserves the right, at its sole discretion, to determine whether any aspect of the proposal response satisfactorily meets the criteria established in the RFP. The City reserves the right to seek additional information and/or clarification from the prospective Consultant, the right to confer with any prospective Consultant and the right to reject any or all responses with or without cause. In the event that the RFP is withdrawn by the City for any reason, the City shall have no liability to any prospective Consultants for any costs or expense incurred with the preparation of proposals in response to this RFP. The City reserves the right, at its sole discretion, to waive any irregularities or informality.

Right to Reject Proposals

The City of Sonoma reserves the right to reject any or all proposals submitted. Any award made for this engagement will be made to the Consultant which, in the opinion of the City, is best qualified to conduct the project.

Ownership of Deliverables

All materials prepared under the contract become the sole property of the City of Sonoma and may not be reproduced without permission by the City.

Proposal Evaluation Criteria

Proposals will be evaluated on the basis of the response to all provisions of this RFP. The City of Sonoma may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- a. Qualifications and experience of team members;
- b. Experience in completing projects similar in size, scope and purpose;
- c. Understanding of the services requested;
- d. Demonstrated record of success on work previously performed for the City or similar work performed for others;
- e. Team member availability to provide the requested services;
- f. Approach to delivering the requested services;
- g. Ability to work effectively with City staff, other public agencies and related parties as directed during the course of the design, study or other services;
- h. Pertinent new ideas which may be presented during the course of the selection process.
- i. Availability, experience and knowledge of any subconsultants, if used, to provide the requested services; and
- j. Overall quality of response to the RFP.
- k. Compensation.

Standard Agreement and Insurance Coverage

The selected Consultant will be required to enter into an agreement based on the City's Standard Professional Services Agreement (refer to Attachment #1). Prior to commencement of any project activities, the Consultant must secure worker's compensation insurance and comprehensive general liability insurance, including auto and contractual liability coverage, as noted in the Standard Professional Services Agreement.

Prevailing Wages

Consultants are advised to consider whether services to be performed include classifications subject to state or federal prevailing wage requirements. Certain professional service providers such as, but not limited to, surveyors, field soils material testers, construction inspectors, and specialty inspectors are subject to prevailing wages. The prevailing wages applicable to this procurement are available on the DIR web page at www.dir.ca.gov. It is the Proposer's sole responsibility to incorporate the cost of complying with all prevailing wage and labor compliance requirements and all applicable laws for this Project. The successful Proposer and its subcontractors of any tier, if any, shall maintain active registration with DIR, as appropriate, for the duration of this Project. The City assumes no responsibility for Consultant's failure to properly pay prevailing wages in accordance with applicable laws.

Business License Requirement

All Consultants doing business with the City of Sonoma must have a current, valid business license issued by the City. If the selected Consultant does not have a current business license, the Consultant will be required to obtain one prior to contract award. The cost of obtaining a business

license with the City is considered a pre-contractual expense as discussed in this RFP. Business license information may be obtained on the City's website at <https://www.sonomacity.org>.

Non-Discrimination

Consultant agrees that in carrying out its responsibilities under this agreement, and in particular with regard to the employment of persons and sub-Consultants working on the project, it will not discriminate on the basis of race, color, creed, national origin, religion, sex, age, or handicap. In the event any of the work performed by Consultant hereunder is sub-contracted to another person or firm (with approval of the City as required herein), sub-contract shall contain a similar provision.

Public Records Act

Pursuant to the California Public Records Act (Cal. Government Code section 6250 et seq.), all responses to this RFP will become public records after either the City of Sonoma and Proposer have completed negotiations and entered into the Agreement or the City has rejected all proposals. All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act. Furthermore, the City of Sonoma will have no liability to the proposer or any other party as a result of any public disclosure of any proposal or the Agreement.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Sonoma may not be in a position to establish that the information that a Consultant submits is a trade secret. If you believe that there are portion(s) of your proposal which are exempt from disclosure under the Public Records Act, you must mark it as such and state the specific provision in the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Do not mark your entire proposal as "Confidential." If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City will provide Consultants who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. The City will not be responsible for any legal or other costs incurred by Consultants seeking to shield a portion of their proposal from public disclosure.

B. PROPOSAL FORMAT AND CONTENT

The proposal shall not exceed forty (40) 8 ½" x 11" pages in no less than 11-point font. This page limit does not include the cover and cover letter. Charts and schedules may be included in 11" x 17" format and will be considered as a count of one page. The proposal should not include any elaborate or unnecessary promotional material. The following order and content of proposal sections should be adhered to by each Consultant.

Cover Letter

Provide a brief cover letter, not to exceed two pages, with the following content:

- a. Brief statement of the Consultant's understanding of the project, and summary of key elements of the proposal.

- b. Brief summary of the Consultant's key qualifications and ability to provide the requested products and services.
- c. Statement confirming that the Consultant has the availability and time to dedicate the personnel and resources necessary to provide the requested on-call services.
- d. List all proposed subconsultants and the work each will perform.
- e. The address and telephone number of the Consultant's office from which services will be provided and contact information for the person who will serve as the Consultant's primary contact for this engagement.
- f. Statement that the proposal is valid for 90 calendar days from the date of submission.
- g. Signature by an individual authorized to bind the Consultant.

Company Profile

Provide a brief description of the firm, including business structure, address, the total number of employees, overall industry experience, certifications, affiliations, and relevant experience. Support your capacity to perform the services requested in this RFP.

Project Organization and Staffing

Describe who will manage and work on this project. Identify the Project Manager who will be the key contact with the City of Sonoma. Describe the responsibilities of each person on the project team. Provide brief descriptions of the qualifications of key personnel including their responsibilities on this project and experience on other similar projects. Include resumes for key team members that are anticipated to provide services under this RFP.

Qualifications

Provide an outline of the organization qualifications indicating relevant background experience and capabilities for this work. Give examples of work accomplished that is similar in size and content to the Scope of Services. If available, give examples of other on-call services contracts. Provide proof of required licenses and registration.

Project Approach

Describe your understanding of the City, the work to be done, and the objectives to be accomplished. Describe your approach to providing the requested services and communicating progress/status with the City. Identify methods that will be used to ensure quality control as well as budget and schedule control.

Client References

Provide at least three (3) but not more than five (5) client references for similar services provided within the past five (5) years. For each reference, provide: a) client organization name and address; b) client contact name, title, phone number and email address; c) a brief description of the services provided and timeframe that services were provided; and d) names of the Consultant's team members who worked on the reference engagements, as well as their respective responsibilities.

Cost Proposal

The Cost Proposal shall consist of the Consultant's Hourly Rates for various personnel (by job title) and rates for reimbursable costs such as mileage, printing, postage, delivery, etc.

Per the City's Purchasing Policy, cost shall not be the sole criteria in selecting the successful bidder for Professional Consultant Services. Consultant proposals will be evaluated based on a combination of factors that result in the best value to the City (listed in proposal evaluation criteria).

Statement of Compliance

Consultants must include in the Proposal a Statement of Compliance with all parts of the Request for Proposal and the City's Standard Professional Services Agreement (refer to Attachment #1) terms and conditions. The Statement of Compliance must declare either:

- a. This proposal is in strict compliance with the Request for Proposal and the City's Standard Professional Services Agreement and no exceptions to either are proposed; or
- b. This proposal is in strict compliance with the Request for Proposal and the City's Standard Professional Services Agreement for Design Professionals except for the items listed. For each exception and/or suggested change, the Consultant must include: 1) the suggested change in the Standard Professional Services Agreement or proposed rewording of the contractual obligations; 2) reasons for submitting the proposed exception or change; and 3) any impact the change or exception may have on project costs, scheduling or other considerations.

Conflict of Interest

Consultants shall disclose to the City any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required. At the City's discretion, a potential conflict of interest, to the extent it is waivable, may be waived or factored into the final award decisions and/or a modified Scope of Work.

Other Information

Include any other information you consider to be relevant to the proposal. However, choose the additional information carefully, because this section of the proposal should not constitute the bulk of your submission.

Addenda Acknowledgement

If it becomes necessary, the City may issue one or more addenda to this Request for Proposals which will be distributed directly to all known interested prospective Consultants and posted to the City's web site. In the event one or more addenda are issued, the Consultant's proposal must include an acknowledgement statement in the format below that the Consultant received each issued addendum.

On-Call City Engineering Services

Addendum #1, Issue Date: <insert date provided in the City-issued Addendum>

Addendum #2, Issue Date: <insert date provided in the City-issued Addendum>

<Add more lines for additional addenda>

The undersigned acknowledges that the above addenda were received by <insert Consultant name>.

<insert printed name and title>

C. PROPOSAL SUBMITTAL

The Consultant's proposal shall consist of a single Adobe Acrobat (.PDF) file with file size that does not exceed 50 MB. To be considered, the proposal must be submitted via email to Ashley Cotter at acotter@sonomacity.org and received no later than 5:00 p.m. on December 11, 2025. The subject line must indicate "Proposal for Fleet Services Analysis." The time stamp per the City's email system will be used as the basis to determine whether the submittal was timely.

ATTACHMENT 1
STANDARD PROFESSIONAL SERVICES AGREEMENT

**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 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].

3.8

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] 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 Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024). Consultant shall disclose any contribution to an elected or appointed City official's campaign or committee in an amount of more than five hundred dollars (\$500) made within 12 months preceding the Commencement Date, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form, Exhibit C, to City prior to, or concurrent with, Consultant's execution of this Agreement and no later than the Commencement Date.
- 5.9 Pursuant to Government Code section 1097.6, 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 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 Consultant, if any, 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 A. 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 A. 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 [redacted] 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, including without limitation, the City's Non-Discrimination Policy adopted as Resolution #25-2019. 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: _____

It takes two signatures to bind a corporation to a contract: (1) either the chairperson, president, or any vice president; and (3) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer. (Civ. Code § 313.) If a contractor does not wish to provide two signatures, the City can accept one signature along with a resolution of the corporation's board of directors authorizing the person who signed the contract to bind the corporation to contracts.

“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.

1. No City councilmember or commissioner shall accept, solicit, or direct a contribution of more than \$500 from any party,¹ financially interested participant,² or agent³ while a proceeding is pending or for 12 months subsequent to the date a final decision is rendered by the City. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

2. A party to a City proceeding shall disclose on the record of the proceeding any contribution of more than \$500 made to any councilmember or commissioner by the party, or agent, during the preceding 12 months. No party to or participant in a City proceeding shall make a contribution of more than \$500 to a councilmember or commissioner during the proceeding and for 12 months following the date a final decision is rendered by the City. No agent to a party or participant shall make a contribution in any amount to a councilmember or commissioner during the proceeding and for 12 months following the date a final decision is rendered by the City.

3. Prior to rendering a decision on a City proceeding, any councilmember or commissioner who received contribution of more than \$500 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 be disqualified from participating in the proceeding. However, if any councilmember or commissioner receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of making the decision, or knowing about the contribution and the relevant proceeding, whichever comes last, that councilmember or commissioner shall be permitted to participate in the proceeding.

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

² "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding.

³ "Agent" is defined as a person who represents a party in connection with a proceeding for compensation who appears before or otherwise communicates with the City for the purpose of influencing the 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 a campaign contribution of more than \$500 has been made by you or your agent to a councilmember or commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current City councilmembers and commissioners 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, participant, or agent who has contributed more than \$500 to any councilmember or commissioner within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount \$ _____

Date _____ Amount \$ _____

Date _____ Amount \$ _____

(c) Name of councilmember or commissioner to whom contribution was made:

1. _____
2. _____
3. _____

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

Printed Name _____

Signature _____

Date _____ Phone _____

To be completed by City:

Document No: _____

