



City of Sonora

Administration
94 N. Washington Street
Sonora, CA 95370
(209) 532-4541 (209) 532-2738 fax
sonoraca.com

*Notice of Request for Proposal (RFP) for Consulting Services to Conduct
Facility Needs Assessment and Perform Design-Build Management for the City of Sonora Police Facility*

RFP Issue Date: December 8, 2023
Closing Date: January 8, 2024

Proposed Solicitation

The City of Sonora, herein referred to as the "City," is soliciting proposals from qualified firms to provide physical operational and space needs assessment, conceptual design, cost estimates, program management services, project construction management, and government relations and lobbyist services to establish a new or upgraded police facility. The existing police facility is operationally insufficient in size and lacks the infrastructure for expansion or growth. The City seeks assistance in understanding financing opportunities and feasibility of various options, including renovating existing City-owned facilities and assessing available properties/structures to meet current operational needs and anticipated growth needs specific to providing modern and efficient law enforcement services.

The proposal shall identify the assigned Program Manager and how your firm/team will address key program management tasks, including cost control, delegation of tasks, quality control, technical review, and construction management. In particular, the City is interested in:

1. Your experience with a variety of similar projects and how you would balance the tradeoffs of public safety department training and essential function needs, initial capital costs, long-term operations and maintenance demands, regulatory requirements, and design input to guide the Police Facility project through planning, design development, and construction;
2. How your firm ensures projects are completed on time and within budget, and what management strategies you intend to utilize for efficiency;
3. How your firm envisions interacting and collaborating with City staff and other stakeholders throughout the preliminary/concept design, final design, construction, and handoff/occupancy phases of the Police Facility project, including building consensus with competing interests of City staff and stakeholders;
4. Your approach to maintaining a collaborative environment while ensuring an independent, owner-centered analysis of the issues;
5. How you propose engaging the public and decision-making authorities, and your approach to presenting tough decisions to these groups.

About the City and Police Facility

The City of Sonora was incorporated in 1851 and is a regional retail hub with a residential population of 5,144 and a daytime population exceeding 25,000. Sonora is a General Law City with one Mayor and four (4) City Council Members elected at large operating under a council-manager form of government. The City of Sonora is the only incorporated City in Tuolumne County. Services provided by the City include administration, finance, police, planning, building, engineering, public works, and fire protection. The City has 45 full-time employees. The FY 2022-2023 General Fund Budget for the City is \$9.4 million.

The entire Police Department administration/operations is currently housed at 100 South Green Street, in a workspace consisting of approximately 2,418 square feet. Overflow fleet parking, the firing range, ammunition storage, and overflow property/evidence are in various off-site locations throughout the City. The existing building was constructed in the 1950s as an automotive repair shop, and in 1994, the floor plan was remodeled to house the City Police Department. With the exception of recently upgraded backup generation, all existing infrastructure systems, such as HVAC and communication, are outdated and failing. Staff security is insufficient as offices and workspaces are exposed at ground level with minimal protection from potential threats. There is a single ingress/egress point for staff and the general public, and no secure parking is available for employees. The current facility does not have an interview room, briefing room, or training area; a two-position communications PSAP/911 center is compacted into a small room that also serves as a customer service counter for the lobby; there is no public meeting space, and no room for Emergency Operations Center functions. The facility consists of various offices, a small lobby, an exposed Live-scan/fingerprint area, a small locker room, and a patrol report writing room. Evidence and property storage have been relocated into the garage.

The Police Department staffing allocation consists of fourteen sworn and twenty-five total paid employees. The agency provides an array of services for the City of Sonora, which include administration, professional services, patrol staff, detectives, 911-PSAP/Dispatch, records, animal control, parking enforcement, property and evidence, training, homeless outreach, community engagement services, and a volunteer unit.

RFP Contact

Questions regarding the RFP should be emailed to:

Melissa Eads
City Administrator
meads@sonoraca.org

Proposal Due Date

Please submit one (1) electronic copy, one (1) unbound copy, and six (6) bound copies of the proposal to the address below:

City of Sonora
94 N. Washington Street
Sonora, CA 95370

Proposals must be received no later than 3:30 p.m. On January 8, 2024. Proposals should be marked **"Facility Needs and Design-Build Management for The City of Sonora Police Facility."** Proposals shall be delivered via US Mail, in person, or express courier to the attention of the City Administrator. Facsimile or electronic proposals will not be accepted. Proposals received after 3:30 p.m. on January 8, 2024 will be disqualified.

Incurred Costs

The City is not liable for any costs incurred by a proposer in the preparation and/or presentation of the proposal.

Rights to Submitted Materials

All quotes, inquiries, responses, or correspondence related to or in reference to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the vendor will become property of the City and a matter of public record.

Proposal Interpretations or Addenda

Any changes to this RFP by the City will be sent to each consultant or individual to whom an RFP was sent and posted on the City website. Such changes become an integral part of the RFP for incorporation into any contract awarded pursuant to the RFP. Any questions or comments regarding the RFP must be put in

writing and received by the City no later than November 10, 2023, at 2:00 p.m. Correspondence shall be emailed to meads@sonoraca.org. Inquiries received after the time stated will be returned to senders without response.

Schedule

Activity	Anticipated Date
Questions/Clarification	December 22, 2023
Deadline	January 8, 2024
Project Design-Build	2024-2026

Additional Services

The general services requirements describe the minimum work to be accomplished. Upon final selection of the consultant, the scope of services may be modified and refined during negotiations with the City.

Non-Discrimination

The City maintains various policies related to contractual services. Among these is an anti-discrimination policy, which requires that contractors do not discriminate in hiring based on age, gender, race, religion, sexual orientation, or medical condition. Upon acceptance of a proposal, the City may request that the selected consultant sign a statement affirming their compliance with this policy.

The Project Scope

The City looks to a consultant to facilitate, plan, present, and complete the following:

- 1) Evaluate Current Facility - Physical and operational evaluation at the Police Department's current location.
 - a) Provide an objective evaluation of existing Police Department space, including graphic identification of code violations and areas that conflict with current recommended law enforcement design guidelines, including CALEA, an assessment of the existing police facility's seismic integrity, an evaluation of the existing building systems, and an ADA assessment.
 - b) Verify and update current Police Department requirements, leading to a right-sizing of space requirements.

- 2) Needs Assessment - Perform a spatial needs assessment/architectural program for the Police Department that evaluates current and future needs (30+ year horizon) and the anticipated life cycle of the facility.
 - a) Conceptual design work sessions with City and Police Department personnel to develop appropriate single and multi-floor alternatives.
 - b) Conduct a series of interviews with the Police Department representatives to discuss current and future staffing projections and confirm organizational structure. Additional progress meetings with city staff shall be considered outside of the interviews.
 - c) Consultants shall use a nationally recognized system of space evaluation using resources from the International Association of Chiefs of Police, CALEA, and the consultant's own experience to determine the space required for each staff member based on title, rank, and/or function. Using that system, a total space needs assessment shall be rendered for both current and future projections.
 - d) Focus should include a modern facility that attracts qualified applicants, fosters an environment that is conducive to expected work, and meets the Essential Services Standards.
 - e) Space needs shall include but not be limited to public reception space, cubical/office space, locker storage, conference and training rooms, interview room (soft and hard), 911-PSAP/dispatch center, jail/holding area, break rooms, washrooms, records, property/evidence packaging and storage, information technology requirements (server room), report writing, 'crash pad'/sleeping

- rooms, parking/fleet area, citywide EOC, workout room, weapons and ammunition armory, live-scan area, outdoor employee lunch/picnic area, general supply storage, lactation room, K9 training area, space to brief large multi-agency operations, community, meeting space, etc.
- f) Adjacency requirements graphically represented based on interview feedback. Adjacencies should include detailed internal division adjacencies, overall building adjacencies, and site adjacencies.
 - g) Design should take into consideration and incorporate future growth and build out needs to meet Department and community development.
 - h) Create floor plan diagrams showing the location of internal divisions of the PD, public and secure circulation, public and staff entries, and special staff support spaces (lockers, break rooms).
 - i) Prepare site diagrams showing setback parking and access/egress requirements.
 - j) Prepare 3-D massing diagrams showing proposed concept design alternatives.
 - k) Prepare Building elevation and section drawings annotated with preliminary material and finish suggestions.
 - l) Provide conceptual design cost estimates.
- 3) Feasibility Study - Utilizing the approved needs assessment, establish a site feasibility study and concept plan for Design-build and approved alternatives. Consultant shall prepare all documents, assist with advertisement, and partner with the City in the selection of a Design-Build contractor team.
- a) Assist the City by leading the development of an RFQ and/or RFP documents for selection of the Design-Build contractor team.
 - b) Consultant shall prepare the development of required procedures and practices. This includes quality management, document management, scheduling systems, and project templates and forms.
 - c) Utilizing a collaborative approach, provide technical review and assist the City to negotiate performance guarantees to be included in the Guaranteed Maximum Price ("GMP") contract.
- 4) Cost estimates - Consultant will provide independent engineering project cost estimates, evaluate and validate design-build cost proposals, and assist City staff in the negotiations.
- a) May provide input on internal versus contract building official services for the specialized elements of the project.
- 5) Program Management Services - Consultant will act as the Owner's (City's) representative throughout the design and construction phase of this project and work closely with the City's engineering division to deliver the project, which will include:
- a) Prepare the list of required permits, comprehensive requirements for each permit, and estimated cost of effort for each permit.
 - b) Provide advice and guidance to assist staff in coordination and resolution of major project, permitting, environmental, and technical issues to accomplish efficient delivery of the Project.
 - c) As requested, Consultant shall attend, participate, and assist the City staff at Project meetings that specifically entail technical issues or need for technical issues and provide support in making decisions regarding technical matters. Consultant shall review for accuracy the minutes of such meetings prepared by either the DB Entity or others. The Consultant shall clarify and report any meeting minutes discrepancies affecting the Project to City staff.
- 6) Government Representation/Lobbying - Provide Government Relations and Lobbyist Services to serve as the conduit for communication with elected officials and other agencies. The Consultant will provide the following:
- a) Secure government affairs representation to seek funding.
 - b) Provide legislative and regulatory lobbying as needed.
 - c) Engage key officials (executive, legislative, and local government) and stakeholders to support the City's objectives.

- d) Pursue greater public funding for the City.
 - e) Coordinate meetings with State Legislators and agency department leaders to allow the City to meet face-to-face with key decision-makers for funding opportunities.
- 7) Respondents are also encouraged to include additional services above and beyond the listed scope items. The City is committed to strategic financial initiatives and is flexible on process, design, and format. At a minimum, consultant should conduct and facilitate three (3) public presentations: identification of goals and strategic priorities; presentation of the draft report to include review of findings, alternatives, and recommendations; and presentation of the final report. It is also expected that one-on-one interviews will be conducted with Council Members and City Department Heads. Stakeholder interviews (number to be determined) and two (2) community-level workshops are to be conducted.
- 8) The project has an initial budget of \$50,000; however, the budget and scope of work will be phased based upon the proposals received.

Evaluation Criteria

1. Statements of Qualifications (SOQs) shall be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be placed on completeness and clarity of content. SOQs must include sufficient information to allow the comprehensive review and analysis of the SOQs. SOQs lacking requested information will be considered incomplete and may be ineligible. The RFP shall be limited to twenty (20) pages. Resumes and company qualification brochure data may be added to the 20-page RFP, provided they are in an Appendix at the back of the RFP. The RFP must be typed and arranged/divided in the following sequence to facilitate evaluation:
2. Cover Letter -The cover letter shall: 1) confirm that all elements of this RFP have been reviewed and understood; 2) include a statement of intent to perform the services as outlined; 3) express Consultant's willingness to enter into an Agreement under the terms and conditions prescribed in this RFP and in the Sample Agreement; 4) include a brief summary of Consultant's qualifications; and 5) identify a single person for possible contact during the review process. The cover letter shall be limited to two (2) pages.
3. Statement of Understanding - This section should demonstrate an understanding of the RFP. It should describe the general approach, organization, and staffing required for the services requested, with a separate response for each respective scope. Include the estimated number of hours required to complete the scope of work. Responses shall include the Consultant's proposed schedule, including time that Consultant will be on site, and shall identify all Consultant requirements of City staff.
4. Company Information - This section shall include relevant Consultant information, including the address and telephone number for the Consultant's main office and any branch offices.
5. Team Transparency - Members of the Consultant's professional team (Managers, contact person, etc.) for this RFP should be identified by name and title and should include contact phone numbers. Include also major subcontractors, if any, and their degree of involvement in the scope. Include rates for all team members who will perform work on the scope(s) of work.

6. Qualifications and Experience -The Consultant shall provide an outline of the firm's background and qualifications to perform the requested services, including the background and qualifications of any sub-consultants needed to perform the requested services. Identify the key personnel who will be assigned to provide the requested professional services, including resumes showing their experience in performing similar professional services. List projects completed within the last five years by your firm. The proposal should clearly demonstrate the breadth of the Consultant's services and the area of expertise.
7. References - The Consultant shall provide at least three (3) references, within the past five (5) years, of clients for whom these requested services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include names, addresses, and telephone numbers of the clients for whom prior work was performed and include an explanation of the services provided. References shall be limited to one (1) page.

Evaluation Process

1. The City reserves the right to amend, withdraw, and cancel this RFP. The City also reserves the right to reject all responses to this RFP at any time prior to agreement execution. Furthermore, the City reserves the right to request or obtain additional information about any and all submittals. The RFP will be evaluated by City representatives from the City Administrator's Office and any other relevant departments. Consultants may be required to participate in an oral interview.
2. The City will award the contracts based on the final Proposal the City determines to be most advantageous. Selection Criteria upon which evaluation of the Proposals will be based include, but are not limited to:
 - a. Proposal Content
 - b. Experience of the Firm
 - c. Experience of the Project Managers
 - d. Staffing
 - e. Qualifications
 - f. Breadth of Services
 - g. References
 - h. Cost
 - i. Other Relevant Information
3. The City reserves the right to accept, reject, and evaluate any and all Proposals, to request additional information, and to change the scope of this RFP.

This Agreement is made and entered into as of the _____, day of _____, 2022, by and between the **CITY OF SONORA**, a municipal corporation ("City") and SAMPLE, Consultant").

RECITALS:

1. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and
2. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
3. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT:

4. Scope of Services. The Consultant shall furnish the following services in a professional manner: ***"Consultant shall perform the services described on Exhibit A, which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time."***

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City.

3. Compensation. Compensation to be paid to Consultant shall be no more than **\$SAMPLE**. In no event shall Consultant's compensation exceed \$SAMPLE without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.

6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

7. Ownership of Documents. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City upon

written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

8. Consultant's Books and Records.

a. Consultant and sub-consultants 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 for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant and sub-consultants shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours upon written request by the City Administrator, City Attorney, City Auditor, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at the Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or of any City official other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of Consultant to practice its profession.

14. Indemnity. Consultant shall indemnify and hold harmless City, its elected and appointed officials, officers, employees, and volunteers (collectively, "City") from losses, costs, liabilities, and expenses for any damage, injury, or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided under this Agreement to the extent that such Liability is caused by the negligence or willful misconduct of Consultant, its officers, employees, agents, contractors, subcontractors, consultants, or any person under its direction or control and shall make good to and reimburse City for any expenditures, including reasonable attorneys' fees, the City may incur by reason of such matters. Consultant's obligations under this Section shall exist regardless of concurrent negligence or willful misconduct on the part of the City or any other person; provided, however, that Consultant shall not be required to indemnify City for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the City. The City acknowledges that this indemnity does not require the Consultant to provide an up-front legal defense to the City. This indemnification clause shall survive the termination or expiration of this Agreement.

Consultant further agrees to provide, at Consultant's expense, reasonable assistance to the City in responding to third-party claims to the extent such claims implicate the quality of the Consultant's performance under this Agreement, which assistance shall include selection, management, and compensation of expert witnesses as necessary to substantiate or defend the quality of the Consultant's performance under this Agreement, as well as making Consultant's employees and project work product available as reasonably necessary to assist in the defense of such claims. This shall not preclude the City from recovering its reasonable attorneys' fees and defense costs in responding to third-party claims to the extent such claims are found to have been caused by the Consultant's negligence or willful misconduct.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior

to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for City.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis or a combined single limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A: VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Sonora
 94 N Washington Street
 Sonora CA 95370
 Attention: Melissa Eads, City Administrator

If to Consultant: SAMPLE

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the Agency and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City special counsel.

19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

23. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter, the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

24. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

25. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

26. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement or obtain any present or anticipated material benefit arising therefrom.

27. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SONORA:

SAMPLE

By: _____
Melissa Eads,
City Administrator

By: _____
SAMPLE
SAMPLE

ATTEST:

Tracy Skelly

City Clerk

APPROVED AS TO FORM:

Douglas White, City Attorney