



REQUEST FOR PROPOSALS

Technology Assessment and Strategic Plan

October 27, 2016

Proposals due by November 28, 2016,
4:00 PM PST
(POSTMARKS WILL NOT BE ACCEPTED)

City of Goleta
Request for Proposal
Technology Assessment and Strategic Plan

INTRODUCTION

The City of Goleta is requesting proposals from qualified firms or individuals to conduct a technology assessment and development of an Information Technology (IT) Strategic Plan to improve the City's business applications and effectively support the City's departmental functions.

BACKGROUND

The City of Goleta is located on the Central Coast of California just north of Santa Barbara. Incorporated in 2002, the City has the warmth and charm of a small town. Beaches and well-maintained parks and open spaces add to its attraction. Contributing to this young community's outstanding quality of life are the City's low crime rate, mild coastal climate, and desirable location.

The current population is just over 30,000 and is represented by a City Council that consists of five members elected at-large to four year terms. Annually the City Council selects one of its members to serve as Mayor and another as Mayor Pro Tempore.

Information technology services are contracted through the City Manager's Department and serve all City departments including Finance, Public Works, Planning and Environmental Review, Neighborhood Services & Public Safety, the City Clerk and City Attorney Offices. The City has approximately 66 full time employees as well as consultants and interns. Currently, technology services are coordinated with two weekly site visits, and include network support, administration of five servers, one NAS device and over 80 workstations. There is also a satellite office with six workstations connected to City Hall via a VPN. The following is a brief description of the information technology environment: There is a data server, a server that hosts LegalFiles for the City Attorney's Office, a NAS device that holds GIS information, and a server that hosts Incode for Finance. A couple of these servers are slated for replacement this fiscal year. The City uses a variety of web-based applications, such as GIS, Performance Evaluations, CRM for tracking service requests, and CSI Magnet software for permit tracking.

PURPOSE OF THE REQUEST

The City is seeking an independent consultant to conduct a needs assessment of the existing IT infrastructure, systems, equipment, policies and procedures, and support services to prepare a strategic plan to serve as a road map for addressing short and long-term technology resource needs. Currently there is no Information Technology Strategic Plan to provide a framework for IT governance.

SCOPE OF SERVICES

The information being sought by the City will require the accomplishment of the following tasks noted below: In responding, please identify any objectives, tasks, or areas that may be necessary to complete the scope of work, even if not specifically noted below

Technology Assessment:

Perform a comprehensive review of all departmental and citywide business environment and existing technology uses, including software, hardware, and tracking systems as identified specifically in the areas below. Incorporate observations and recommendations into the Information Technology Strategic Plan:

- **Organization Structure:** Assess technology staffing needs, contracted services, and technology training needs for IT and entire organization and make recommendations.
- **Resource Management:** Assess City and departmental resource planning, cost allocation, business process work flow, project tracking, reporting and prioritization as well as the current document management and retrieval capabilities and identify areas for improvement and make recommendations.
- **Network Infrastructure:** Assess the current network infrastructure, including all data switches, routers, appliances, WAN infrastructure, wireless mesh network and recommendations for appropriate improvements.
- **Telecommunications Infrastructure:** Review the current telecommunications infrastructure and make recommendations for appropriate improvements.
- **Servers and Server-Based Applications:** Assess the current servers being utilized, including virtual servers, domain controllers, email servers, database and application servers and make maintenance and management of device life-cycle recommendations.
- **Storage and Backups:** Assess the current use of Storage (DAS), Network Attached Storage (NAS) and Storage Area Network (SAN), tape backup and off-site storage strategies.
- **Business Continuity and Disaster Recovery:** Assess the current disaster recovery initiatives and make recommendations for a more comprehensive disaster recovery program.
- **Network and Data Security:** Assess the current network and data security

used by the City. The City is protected from the internet by the use of firewall appliances, while workstations and laptops are protected using antivirus software. VPN access is achieved via firewall appliance and Cisco software for users and vendors as required. Assess the current level of protection and provide recommendations for improved data security.

- **Desktop Environment:** Assess the current desktops, mobile devices, operating systems, office applications including any vendor applications such as Incode and GIS. Provide recommendations regarding deployment, patching, updating, upgrading, monitoring, and maintenance and life-cycle.
- **Software Licensing:** Review the current software licensing scheme and provide recommendations that will assist the City in reducing software licensing costs while ensuring compatibility with other agencies. Recommendations should include migration or upgrades to newer operating systems or application suites or the adoption and implementation of low- cost or free open-source software applications.
- **Printers:** Assess the current fleet of printers, copiers, multi-function printers, scanners, fax machines, ink-jet and large-format printer/plotters. Consider printing costs, maintenance costs, and provide recommendations for potential cost savings through standardization and consolidation.
- **Policies and Procedures:** Assess current technology and media policies in place and make recommendations on policies and procedures to adopt.
- **Email and Message Archiving:** Assess the current utilization of the City's email system and the method used to archive messages. Provide recommendation to add resiliency of the current system.
- **Emerging Technologies:** Having assessed the city's current computing environment, make general recommendations regarding the potential benefits of new or emerging technologies.

Information Technology Strategic Plan:

Create an Information Technology Strategic Plan as a result of the assessment that will provide a framework for IT governance over the next five years for planning, procuring, implementing and managing current and future investments and resources. The plan should effectively address current services and technology gaps, and serve as a roadmap for improved business systems. The Strategic Plan should encompass the following:

- Establish organization wide and department-specific IT goals and objectives that relate to the City's strategic priorities and *create IT performance metrics*. Performance metrics should be measurable and meaningful, serving as indicators of how well the City's IT system is functioning.

- Develop recommendations that will help ensure the City's ability to effectively use technology to support its business needs.
- Prioritize application and technology infrastructure requirements based on City's current and proposed business needs and goals, and evaluate alternative approaches for meeting those needs.
- Recommend implementation steps, schedules, and costs associated with the technology assessment taking into account the current IT budgetary considerations.
- Provide estimated costs of each recommended application and infrastructure requirement for initial implementation and ongoing support.
- Prioritize the enhancement and replacement of key business and information systems.
- Recommend appropriate staffing levels and IT positions to support City functions and provide justification for in-house or outsourced IT management to meet the City's current and future needs.
- Identify cost saving technologies, efficiencies, and initiatives to support current and future citywide operations and departmental needs.

DELIVERABLES

The first deliverable will contain a summary of the results from the IT assessment. Adjust direction and/or findings as necessary based on staff feedback before finalizing.

The second deliverable will be the Information Technology Strategic Plan in draft form. Adjust direction and/or findings as necessary based on staff feedback before finalizing.

The plan should address the most critical business system needs of the organization over the next five years and include the resources needed (hardware, software, implementation, training, and staff resource requirements) and corresponding estimated costs for implementation and on-going support. The plan should prioritize initiatives, phases, and project timelines in a series of logical steps achievable over a flexible period of time as well as contingencies for adjustment of time periods and flexibility regarding future information technology direction. The plan should include an executive summary of findings and recommendations and justifications for the areas identified in the Scope of Work.

Any documentation prepared by the Consultant shall be provided to the City in both paper copies and electronic format. Final Reports shall be issued for: 1) the IT assessment results; and 2) IT Strategic Plan, following staff comments on the

drafts of these reports. The reports should provide sufficient information for policy decisions regarding operational and service options. Three (3) copies of each deliverable will be required along with an electronic copy. In addition, City staff may require the Consultant to conduct a PowerPoint presentation to City officials.

PROJECT SCHEDULE

This project is a priority for the City. Below is a desired schedule for initiating this project; however dates may be subject to change and adjusted as necessary.

Request for Clarifications Due	November 7, 2016
Clarification Responses Provided	November 14, 2016
Proposals Submittal Deadline	November 28, 4:00 PM
City Staff Evaluation of Proposals	Nov 29 – Dec 2, 2016
Interview Top Candidates	December 6, 2016
Award Contract	December 20, 2016
Kick-off Meeting	January 9, 2017
Draft IT Assessment Due	February 6, 2017
City Comments to Consultant	February 20, 2017
Draft Strategic Plan Due	March 6, 2017
City Comments to Consultant	March 20, 2017
Presentation to City Council	April 18, 2017

SUBMISSIONS

Please submit your firm's qualifications, identify key staff to be assigned to this project, provide resumes for each key staff member, provide at least three (3) professional references for work that was performed similar to that requested in this RFP, and provided a detailed description of your approach to the project, time schedule, and not to exceed total fee amount.

SELECTION CRITERIA

The successful applicant must have operational and organizational assessment experience. The successful firm will have demonstrated their ability to meet these requirements.

Other criteria include:

- Completeness of response to the RFP
- Experience with similar projects and reference feedback
- Oral communication skills

- Writing and formatting skills
- Price proposal

REQUIREMENTS OF PROPOSAL

The following materials should be submitted with the proposal:

Cover Letter

The cover letter should briefly state the consultant's understanding of the work to be performed, the commitment to perform the work within the required timelines, and why the consultant believes it is best qualified to perform the duties and tasks outlined and described in scope of work contained in this request.

Qualifications

The proposal should include the following information and materials:

- *Qualifications and Related Experience of Personnel Who Will Perform Work.* Résumés of all personnel who are proposed to provide professional services to the City of Goleta within the Scope of Work outlined and described in this request should be included. Résumés should include all relevant experience, education, and other qualifications over the past 3 years.
- *Prior Relevant Experience.* A description of prior work experience and projects relevant to the Scope of Work outlined and described in this request should be included.
- *References of local government clients.* Please include a list of at least three (3) current and/or previous local government clients located in California for which the consultant has rendered professional services relevant to the scope of work outlined and described in this request. Local government references should be for projects completed in the last 3 years.

Approach, Scope, and Timelines

Provide a proposed approach and projected timeline to conduct and complete the steps in the Scope of Work.

Cost

- Cost Estimate with justification
- Justification of hours and costs may be required prior to final selection, and

will be required prior to execution of a contract.

- Proposal shall include hourly rates for all personnel on the project.
- Proposal should include options for reducing or adding services.

General Information

1. The City reserves the right to cancel or reissue the RFP or extend the timeline at any time.
2. The City reserves the right to reject any and all proposals. The City may accept any proposal if such action is determined to be in the best interest of the City in the sole and exclusive discretion of the City Council.
3. The City is not liable for any cost incurred by the proposer prior to issuance of a written notice to proceed to the successful consultant.
4. The project team is subject to the approval of the City of Goleta. The City will have the right to review and approve any changes in the project team.

ATTACHMENTS TO THIS RFP

Attachment 1: Agreement for Professional Services Template

Questions During Proposal Period

All questions should be directed in writing to Dana Grossi, Management Analyst, dgrossi@cityofgoleta.org.

DEADLINE FOR PROPOSAL SUBMITTALS

Submittals are due by 4:00 p.m. on Monday, November 28, 2016.

One (1) original proposal with three (3) double-sided copies must be submitted along with an electronic copy on a CD or USB of the proposal in PDF format. Proposals shall be clearly marked "TECHNOLOGY ASSESSMENT AND STRATEGIC PLAN PROPOSAL" and enclosed in a sealed envelope. Proposals may be hand delivered or mailed to:

Deborah Lopez, City Clerk
Attn: Technology Assessment and Strategic Plan Proposal
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

Proposals not received by the due date and time requested in the Project Schedule herein may be rejected without consideration.

NOTE: FAXED, E-MAILED, LATE OR “BY-POSTMARK DATE” PROPOSALS WILL NOT BE ACCEPTED.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
(Insert Name of CONSULTANT or CONTRACTOR)**

This AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this day day of Month, 20____, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and _____, (herein referred to as "CONSULTANT").

WHEREAS, CONSULTANT represents that they are sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the CITY; and

WHEREAS, CONSULTANT was recommended for award based on _____; and

WHEREAS, CONSULTANT was selected for award of this AGREEMENT by City Council; and

WHEREAS, the City Council, on this _____ day of Month, Year, approved this AGREEMENT and authorized the City Manager to execute this AGREEMENT per the Goleta Municipal Code 3.05.240.

CITY and CONSULTANT agree as follows:

RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional _____ services in conjunction with _____. Services shall generally include _____, as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein. CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A" ~~<or>~~ as follows:

COMPENSATION AND PAYMENT

Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum

of \$ (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until , after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

Payment. CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice..

EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to in advance. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is

. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

CITY shall perform the services defined in Exhibit "A" <or> as follows:

TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to _____, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within _____ calendar days following the notice to proceed ~~or~~ according to the following schedule:

. ~~or~~ According to the schedule for delivery of services attached as Exhibit "C" and incorporated here in as _____.

OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. _____ is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. The following portions of the work will be subcontracted out to other parties by CONSULTANT:

This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.

HOLD HARMLESS AND INDEMNITY

Hold Harmless for CONSULTANT's Damages. CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this

AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

Defense and Indemnity of Third Party Claims/Liability. CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

No Waiver. CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating level of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.

- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional Liability insurance on a policy form appropriate to CONSULTANTs profession. Limits shall be no less than \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10 with an edition date prior to 2004, or its exact equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37 with an edition date prior to 2004.
- b) CONSULTANT's insurance shall apply to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.

- f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- h) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

RELATION OF THE PARTIES

The relationship of the parties to this AGREEMENT shall be that of independent contractors and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon _____ calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and CONSULTANTS.

AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such

default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

NONDISCRIMINATION

CONSULTANT shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this AGREEMENT.

TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

MODIFICATION OF AGREEMENT

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

USE OF THE TERM "CITY"

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

PERMITS AND LICENSES

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates, including a CITY business license, that may be required in connection with the performance of services under this AGREEMENT.

CAPTIONS

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

AUTHORIZATION

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

ENTIRE AGREEMENT BETWEEN PARTIES

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

Title:

APPROVED AS TO FORM

Tim W. Giles, City Attorney