CITY OF GUADALUPE
REQUEST FOR PROPOSAL (RFP)

INTEGRATED FINANCIAL MANAGEMENT SOFTWARE

Issue Date: August 19, 2019

RFP SUBMITTAL DEADLINE — SEPTEMBER 30, 2019

Issuing Entity:
City of Guadalupe
918 Obispo St
Guadalupe, CA 93434

Proposal Contact:
Carolyn Cooper, Finance – Special Projects
Phone: (805) 356-3895
Email: ccooper@ci.guadalupe.ca.us

Submit questions or comments to the above Contact by
September 16, 2019
**Table of Contents**

Request .................................................................................................................. 3

General Information ............................................................................................... 4

Purpose of RFP ......................................................................................................... 4

RFP Timeline ........................................................................................................... 5

RFP Amendment and Cancellation ......................................................................... 6

Intent to Propose ...................................................................................................... 6

Public Records Law .................................................................................................. 6

City Background ....................................................................................................... 6

City Services ............................................................................................................ 7

Objectives .................................................................................................................. 7

Proposal Format and Content .................................................................................. 9

Proposal Submittal ..................................................................................................... 9

Proposal Format ....................................................................................................... 9

Evaluation / Selection of Consultant ....................................................................... 16

General Requirements ............................................................................................. 17

Collusion ................................................................................................................... 17

Gratuities ................................................................................................................... 17

Required Review and Waiver of Objections by Proposers ...................................... 17

Nondiscrimination ..................................................................................................... 18

Proposal Withdrawal, Errors, and Amendment ....................................................... 18

Incorrect Proposal Information ............................................................................... 18

Assignment and Subcontracting .............................................................................. 19

Licensure .................................................................................................................... 19

Conflict of Interest and Proposal Restrictions ......................................................... 19

Contract Negotiations and Execution ...................................................................... 19

Right of Rejection ..................................................................................................... 20

Disclosure of Proposal Contents ............................................................................... 20

Severability ............................................................................................................... 21
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warranty</td>
<td>21</td>
</tr>
<tr>
<td>Rights of the City</td>
<td>21</td>
</tr>
<tr>
<td>EXHIBIT A</td>
<td>23</td>
</tr>
<tr>
<td>EXHIBIT B</td>
<td>24</td>
</tr>
</tbody>
</table>
Request
The City of Guadalupe ("City") is requesting a proposal from qualified vendors offering a proven public sector financial system that provides the functionality and features listed below in order to identify, select and implement said system for the fiscal years ending June 30, 2019 and 2020.

All proposals and sealed bids must be received before 4:00 PM on Monday, September 30, 2019, addressed:

Integrated Financial Management Software
Attn: Finance Director
918 Obispo Street
Guadalupe, CA 93434
DO NOT OPEN WITH REGULAR MAIL

Proposals received after that date and time will not be considered. Each proposal must be submitted to the Finance Director’s office in a sealed envelope plainly marked with the proposal title and bidder name. Submit the not-to-exceed fee proposal and standard hourly billing rates and as a companion document to the proposal.

There is no express or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to the request. The City reserves the right to reject any and all proposals submitted.

Applications submitted in response to this request for proposal (RFP) will be reviewed by a team consisting of City representatives. The team will review all complete, eligible proposal submittals received by the deadline. Upon evaluating the qualifications provided in the application. The team may identify top vendors to be invited for finalist interviews.

The RFP package and additional information may be obtained free on the City’s website at www.ci.guadalupe.ca.us or by contacting Carolyn Cooper via email at ccooper@ci.guadalupe.ca.us.
General Information

Purpose of RFP
The objective of this Request for Proposal (RFP) is to solicit responses from qualified vendors offering a proven public sector financial system that provides the functionality and features listed below in order to identify, select and implement said system to and replace the Guadalupe Finance and Utility Billing Department’s existing MOM’s software. The City seeks a qualified firm (Proposer) with the experience, expertise, and qualifications to provide a fully integrated, proven state-of-the-art solution (New System).

The Proposed New System should consist of the following integrated modules:

✦ Financial Management:
  ◇ General Ledger
  ◇ Budget Preparation and Management
  ◇ Bank Reconciliation
  ◇ Requisitions/Purchasing
  ◇ Accounts Payable
  ◇ Fixed Assets
  ◇ Payroll
  ◇ Cash Management/Receipting
  ◇ Accounts Receivable
  ◇ Project Accounting
  ◇ Human Resources

✦ Utility Billing (Metered Water, sewer service):
  ◇ Customer Billing

✦ Service Billing (By Customer and Project):
  ◇ Customer Billing — including labor, equipment charges and material expenses
  ◇ Permit Tracking (Additive Item)
In addition to the software modules identified above, the City is seeking a Proposal to provide professional services that will ensure a successful implementation. The professional services should include the following:

- Software installation and configuration (including chart of accounts design & development)
- Implementation consulting
- Data conversion
- Documentation
- Business Process Review
- Training
- Project Management
- Software maintenance and support.

Proposers are encouraged to describe additional offerings that may be of interest to the City based on the Proposer's experience in working with similar agencies. To this end, proposals should clearly describe optional offerings and the pricing associated with the optional offerings.

**RFP Timeline**

The following table, Table 1 – RFP Schedule of Events, identifies the RFP schedule that will be followed.

**Table 1 – RFP Schedule of Events**

<table>
<thead>
<tr>
<th>RFP Schedule</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>City issues RFP</td>
<td>8/19/19</td>
</tr>
<tr>
<td>Deadline for Proposer Questions</td>
<td>9/16/19</td>
</tr>
<tr>
<td>City Responses to Questions</td>
<td>9/23/19</td>
</tr>
<tr>
<td>Deadline for Proposal Submissions</td>
<td>9/30/19</td>
</tr>
<tr>
<td>Finalist(s) Notified</td>
<td>10/14/19</td>
</tr>
<tr>
<td>Finalist(s) Provided Proof-of-Capabilities (POC) Packet</td>
<td>10/28/19</td>
</tr>
<tr>
<td>POC Demonstration(s)</td>
<td>11/4/19 – 12/13/19</td>
</tr>
<tr>
<td>Contract Negotiations</td>
<td>01/6/20 – 1/31/20</td>
</tr>
<tr>
<td>Award of Proposal &amp; Contract Execution</td>
<td>02/11/20</td>
</tr>
<tr>
<td>Project Start Date</td>
<td>03/2/20</td>
</tr>
</tbody>
</table>
Proposers should be aware that finalist(s) would be required to perform a one day scripted proof-of-capabilities (POC) demonstration to allow staff to fully understand the proposed solution. The POC is not intended to be a generic demonstration of the application, but rather a demonstration of specific product functionality deemed most critical to the City using scenarios provided by the City. Proposers must be prepared to invest the time and resources in the POC to be successful on this procurement.

RFP Amendment and Cancellation
The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, it will be provided to all Proposers complying with the following section (Intent to Propose). Proposers will be required to respond to the final written RFP and any exhibits, attachments, and amendments issued by the City.

Intent to Propose
Each Proposer who plans to submit a proposal should register by email to the RFP Coordinator (see Exhibit A). The email should indicate the Proposer’s intent to respond to this RFP and must be submitted by September 9, 2019. The email should include:

- Proposer name
- Name and title of Proposer main contact
- Address, telephone and email address

Submittal of the Intent to Propose by email is necessary to ensure receipt of RFP amendments, responses to vendor questions, and other communications regarding the RFP. The Intent to Propose is not intended to bind Proposers to submitting a proposal.

Public Records Law
Materials submitted by Proposers are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt.

City Background
The City of Guadalupe is a “Full Service” municipality with a two-year General Fund operational budget of approximately $4.9 million for 2019-20 and $4.8 million for 2020-21. It was established in 1840 and incorporated on August 3, 1946. As of the census of 2010, there were 7,800 people residing in the city. California’s Pacific Coast Highway,
California Highway 1, runs right through the downtown of Guadalupe. Guadalupe is an attractive home for families, providing safe and affordable neighborhoods, excellent restaurants, good schools, and a friendly environment.

City Services
The City employs full-time, part-time, and temporary staff of approximately 50 employees, (37 FTEs). It provides the following services:

WATER & WASTEWATER CONTRACT SERVICES: It provides varying levels of services ranging from system maintenance, operation and/or management to the City.

ACCOUNTING AND UTILITY BILLING CUSTOMER SUPPORT SERVICES: The City provides full bookkeeping and accounting services (includes A/P, payroll, utility billing, financial reporting, budgeting etc.). This requires the City to be able to have multiple checking accounts, employer federal and state accounts for financial, payroll and accounts payable reporting.

The City’s Finance Department consists of 5 employees providing financial reporting to the City Council and other departments as needed. The Finance Department monitors the department budgets; and performs the following functions:

- General Ledger Accounting
- Accounts Payable
- Financial Analysis
- Accounts Receivable – Service Billing
- Cash Management
- Fixed Asset Accounting
- Debt Management
- Payroll
- Utility Billing

Objectives
The City has placed a high priority on improving existing processes by eliminating many of the paper-based business processes and inefficiencies by implementing a new system that is fully integrated, flexible, easy to support and use, and open to allow connection to
external systems using integration tools provided by the selected vendor. This desire is driven by the following factors:

- To improve reporting and staff access to financial data
- Obtaining an integrated Budget module to replace FileMaker Pro
- Committing to a long-term business solution that is provided by a vendor that supports continual innovation to encourage implementation of best business practices (i.e. encourage streamlining and automation of standard business transactions, enhanced processing, on-line capabilities, etc.)
- Desire to enhance features and functionality to support increased automation and operational efficiencies
- Provide customers with online self-service options to update addresses, make payments, etc.
- With this RFP, the City seeks to replace its existing financial system with a proven, commercial-off-the-shelf (COTS) system. The New System should meet the following objectives:
  - Provide a tightly integrated and comprehensive solution to manage the City’s business functions
  - Streamline business processes through automation, integration, and workflows
  - Provide enhanced reporting capabilities to improve decision making
  - Promote implementation of best practice processes
  - Provide user friendly and intuitive user interface with access to data through inquiry or drill down capabilities
  - Provide enhanced features and functionality
  - Reduce / eliminate the reliance and need for “offline” systems to support financial activities, thereby eliminating redundant data entry
  - Improve data integrity
  - Provide interface capabilities where possible
  - Comprehensive documentation tailored to the latest software version
Proposal Format and Content

Proposal Submittal
Proposals will be submitted no later than the "Deadline for Proposal Submission" as identified in Request (see page 2). Proposers assume the risk of the method of delivery chosen. The City assumes no responsibility for delays caused by any delivery service. A Proposer's failure to submit a proposal as required before the deadline will cause the proposal to be disqualified.

Proposers must submit in a sealed package three (3) copies, and one (1) electronic copy of all submitted material (in a .pdf format).

The package should be clearly labeled as follows:
- Proposal for Financial Services System
- Name of Proposer
- Proposer’s Address
- Proposer’s Contact Person
- Proposer’s Telephone Number

The proposal package should be mailed, couriered, or hand delivered to the address as follows:
- City of Guadalupe
- ATTN: Finance Director
- 918 Obispo Street
- Guadalupe, CA 93434

All proposals must be received by the City by 4:00 P.M. on the Deadline for Proposal Submission date as indicated in Section 1.2. Proposals received after this time and date will not be considered. Postmarks will not be accepted as proof of receipt.

Proposal Format
Proposals must be structured, presented, and labeled in the following manner:
- Cover Letter
- Table of Contents
- Section 1 - Executive Summary
- Section 2 – Company Background
Section 3 – Company Qualifications
Section 4 – References
Section 5 – Proposed Solution
Section 6 – Implementation Approach
Section 7 – Other Requirements
Section 8 – Pricing
Section 9 – Software Licensing and Maintenance Agreements

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the City’s sole discretion, result in rejection of the Proposal.

All proposal pages should be numbered.

Cover Letter

The proposal must include a cover letter that provides the following:

+ Proposer’s legal name and corporate structure
+ Proposer’s primary contact including name, address, phone, and email
+ Identification of the use of subcontractors and scope of work to be performed by subcontractors
+ Identification of any pending litigation against the Proposer
+ Disclosure of any bankruptcy or insolvency proceedings in last ten years
+ Statement of the Proposer’s credentials to deliver the services sought under the RFP
+ Statement indicating the proposal remains valid for at least 120 days
+ Statement that the Proposer or any individual who will perform work for the Proposer is free of any conflict of interest (e.g. employment by the City)
+ Signature of a company officer empowered to bind the Proposer to the provisions of this RFP and any contract awarded pursuant to it

The Proposal Cover Letter should be concise and brief and not exceed two pages unless Proposer’s exceptions to the City’s legal documents require it.

Table of Contents

All pages are to be numbered and figures, tables, charts, etc. must be assigned index numbers and identified in the Table of Contents.
RFP for Integrated Financial Management Software

Section 1 — Executive Summary
This section of the proposal should provide a brief and concise synopsis of Proposer’s proposal and a description of the Proposer’s credentials to deliver the services sought under the RFP. The Executive Summary should not exceed three pages.

Section 2 — Company Background
This section of the proposal should identify the following:
- 2.1 - A brief description of the Proposer’s background and organizational history
- 2.2 - A statement of how long the Proposer has been performing the services required by this RFP
- 2.3 - Identify the location of headquarters, technical support, and field offices and hours
- 2.4 - Identify the location of the office which would service the City
- 2.5 - Identify the number of employees by the following functions: Corporate (sales, marketing etc.), Implementation Support, Ongoing Maintenance Support, and Research and Development
- 2.6 - Identify Proposer’s annual company revenues and profit for the last three (3) company fiscal years

The Background section should not exceed three pages.

Section 3 — Company Qualifications
In this section of the proposal, the Proposer should identify company qualifications and experience in implementing solutions similar to what the City is seeking:
- 3.1 - Describe the Proposer’s familiarity with public sector ERP systems and associated business processes, and experience with the requirements of the State of California.
- 3.2 - Identify Proposer’s existing client base including the number of existing clients using the version / release of the software being proposed. Clearly identify the number of California public agency installations

The Company Qualifications section should not exceed 3 pages.
Section 4 – References

The Proposer must provide at least five (5) references with at least three (3) of the references for systems that have been implemented in the last five (5) years. The City prefers references from California agencies of similar size to the City. For each reference, the Proposer must provide the following information:

✦ Agency name and contact information (i.e. name, title, address, phone, and email)
✦ Brief project description, including identifying the software version and modules implemented
✦ Number of agency employees
✦ Implementation date
✦ Implementation timeline and cost

In addition to the above reference list, the City desires each Proposer to identify examples of their clients who are fully utilizing the system and describe how those clients have implemented their software to its fullest capability and creatively structured processes around the system to make their business processing and customer service highly effective and efficient.

Section 5 – Proposed Solution

In this section of the proposal, the Proposer should identify the proposed solution up to and including the following:

✦ 5.1 - Provide a brief solution overview identifying origin of system, release history, current release being proposed, and number of operational installations for the proposed software solution.
✦ 5.2 - Provide a written response to each area identified in Section 5 of the RFP. It is important to note that the level of detail must be sufficient to allow the evaluators to understand your product’s features, functions, capabilities and potential shortcomings / challenges. Proposers are allowed to supplement their response to Section 5 using additional product information as an attachment to their proposal; however, prepackaged product information should not be used alone to address this requirement. At a minimum, Proposers must provide a written summary response at the module level such that the evaluators can obtain an adequate understanding how the proposed solution will meet the City’s needs.
✦ 5.3 - Identify any additional or recommended modules or services that were not identified in RFP Section 5 but that the Proposer recommends that the City
consider. Include a description of the features and functions of each additional proposed module, why it is being proposed, and how it would benefit the City’s goals as stated in the RFP.

- 5.4 - Describe alternative service delivery models (i.e. Software-as-a-Service, Application Service Provider, Hosted, etc.) available to the City and indicate how these might impact the proposed solution.
- 5.5 - Confirm ability to meet requirements in RFP Section 4.1 (Technology Standards) or clearly articulate proposed alternatives.

Section 6 – Implementation Approach and Work Plan
The Proposer should identify the proposed implementation approach, clearly identifying each phase, the timeline proposed, roles and responsibilities to be performed by the Proposer and those to be performed by the City.

- 6.1 - Describe your implementation and project management methodology and approach to ensure a successful implementation
- 6.2 - Provide a project organization chart highlighting the key staff who will be assigned to the project. Provide biographies for the project manager and other key assigned personnel indicating their experience with the modules that they will be working on
- 6.3 - Provide a detailed work plan that identifies major activities, tasks, deliverables, and resources. The work plan should assume a December, 2019 start date. If the Proposer is recommending additional phases, please include those in the work plan so that the City can clearly understand what the additional phases would include and the timeline for their completion. If Proposer cannot meet the December, 2019 March 2020 “start date” date or recommends a different timeframe, please explain the rationale
- 6.4 - Describe the roles and responsibilities of the City staff during implementation and provide an estimated level of effort.
- 6.5 - Describe the conversion methodology that will be used to implement the New System, should the City wish to convert some history from the GP system. Also identify the conversion alternatives, history detail versus history summary and describe the tasks required of the client in order to accomplish each alternative.
- 6.6 - Describe your training methodology and how you ensure users are prepared to use the New System.
- 6.7 - Describe how the use of any alternative service delivery models (see Section 1.1) would impact the proposed implementation approach, work plan, and City staff level of effort.
Section 7 – Other Requirements
In this section of the proposal, the Proposers should address the following items in a concise manner:

+ 7.1 - Describe ongoing maintenance, release / upgrade, and support services. At a minimum, Proposers should address the following items: Help desk processes and procedures
  ◦ Hours of support (stated in Pacific Standard Time)
  ◦ Escalation procedures
  ◦ Response time commitments
+ 7.2 - Identify if there are solution user groups and / or user conferences

Section 8 – Pricing
The City seeks a clear and comprehensive understanding of all costs associated with the implementation and ongoing maintenance of the proposed system. In this section, the Proposer must itemize all costs associated with the implementation and ongoing maintenance. The City will evaluate proposals based on the “Total Cost to Implement” (TCI) and the “Total Cost to Operate” (TCO). TCI will include all costs required for a successful implementation. The TCO will be calculated based on TCI plus five (5) years of annual maintenance fees.

The Proposer must identify all costs required to complete a successful implementation including:

+ Software Licensing and Maintenance Costs
+ Implementation Services
  ◦ Software Installation and Configuration
  ◦ Conversion
  ◦ Consulting
  ◦ Training
  ◦ Documentation
  ◦ Project Management
  ◦ Change Management
  ◦ Assistance in the City’s creation of a new Chart of Accounts
+ Third party products required for New System (i.e. software, hardware)
+ Optional Offerings
+ Professional Service Rates
The City will evaluate Proposer price proposals based solely off the information provided in this section. Proposers should identify any assumptions or comments that will ensure the City understands what is being proposed.

The Proposer’s response to the Pricing Section must include the following components:

✦ Software Licensing and Maintenance Price Sheet – This section of the pricing proposal should clearly identify the proposed software modules that are required to meet the RFP requirements, as well as the ongoing costs associated with the software if applicable. Proposers are strongly encouraged to provide a detailed breakout of software module pricing in order to help the City assess the cost of the proposed solution. Proposers must identify the number of user licenses being proposed for each module and clearly describe the basis for software licensing and method to justify number of licenses being proposed.

✦ Implementation Services Price Sheet – This section of the pricing proposal should clearly identify the quantity, hourly rate, and total cost for all professional services the Proposer will provide to ensure a successful implementation. Proposers are encouraged to provide a breakdown of the service categories that will be provided to support the implementation such that evaluators can understand the level of effort, resources, and cost of services.

✦ Conversion Price Sheet – This section of the pricing proposal should clearly identify the costs associated with data conversion from the existing systems to the New System.

✦ Third Party Products Price Sheet – This section of the pricing proposal should clearly identify any third party software and / or specialty hardware that will be required to fully implement the proposed solution to meet the RFP requirements.

✦ Optional Offerings Price Sheet – This section of the pricing proposal should identify any optional product or service offerings the Proposer would like the City to consider. The City is interested in understanding and evaluating other products and services of the Proposers. If Proposers believe they have additional products and services that may be of interest to the City, please itemize that information in the Optional Offerings Price Sheet.

✦ Consultant Travel – This section of the pricing proposal should clearly identify the projected travel costs associated with Proposer’s implementation services. The Proposer should identify the anticipated number of trips, days of service per trip, and estimated per trip cost. Estimates should be based on realistic expectations taking into consideration the City’s location and the applications acquired. This City will be relying on the consultant’s travel estimate to establish a budget, that
estimate should therefore be conservative to ensure adequacy to complete the project.

- Professional Services Rate Price Sheet – The City seeks hourly pricing for additional services that may be required during the implementation. Proposers should provide an hourly rate for any professional services categories offered as part of the proposal. If necessary, the City will use these rates to purchase additional services.

- Other costs – This section should cover all other costs not covered in the points above.

Section 9 – Software Licensing and Maintenance Agreements
In this section, the Proposer must provide any software licensing and maintenance agreements that will be required to implement the Proposer’s solution.

Evaluation / Selection of Consultant
An Evaluation Committee shall review all proposals to determine which Proposers have qualified for consideration. The evaluation will include at least an initial review and a detailed review. The initial review will evaluate all submissions for conformance to stated specifications to eliminate all responses that deviate substantially from the basic intent and/or fail to satisfy the mandatory requirements. Only those proposals that meet or exceed the intent of the mandatory requirements will be further evaluated.

Submitted proposals will be evaluated on the following criteria:
- Quality, clarity, and responsiveness of proposal
- Compatibility & integration with existing hardware & software not being replaced
- Ability to meet the needs of the City
- Well thought out timeline and roadmap for desired “go live” date with an agreed upon phased approach, negotiated during contract
- Proven technical ability to design, install and support the proposed system
- Demonstrated ability to work in a cooperative and collaborative manner with clients
- Anticipated value and price
- Perceived risk or lack thereof
- Company viability, strength, and momentum
- References for each application proposed
- Results of interviews, demonstrations, and site visits
Ability to prepare and execute a contract in a timely manner
Experience with extraction & conversion of GP software data
Commitment to continually evolving the system to remain current with evolving best practices

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure a full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be held after initial evaluation of Proposals is complete. If clarifications are made as a result of such discussions, the Proposer shall put such clarifications in writing.

General Requirements

Collusion
By submitting a response to the RFP, each Proposer represents and warrants that its response is genuine and not made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

Gratuities
No person will offer, give or agree to give any City employee or its representatives any gratuity or offer of employment in connection with the award of contract by the City. No City employee or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity or offer of employment in connection with a City contract.

Required Review and Waiver of Objections by Proposers
Proposers should carefully review this RFP and all attachments for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the City no later than the "Deadline for Written Questions and Comments" detailed in the Table 1, RFP Schedule of Events. This will allow issuance of any necessary
amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the City, in writing, by the Deadline for Written Questions and Comments.

Non-discrimination
No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City’s contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City’s contractors. Accordingly, all Proposers entering into contracts with the City will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Proposal Withdrawal, Errors, and Amendment
To withdraw a proposal, the Proposer must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the deadline for submitting proposals.

Proposers are liable for all errors or omissions contained in their proposals. Proposers will not be allowed to alter proposal documents after the deadline for submitting a proposal.

The City will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the City.

Incorrect Proposal Information
If the City determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or
should have known was materially incorrect, that proposal will be determined non-responsive, and the proposal will be rejected.

**Assignment and Subcontracting**
The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the City. Each subcontractor must be approved in writing by the City. The substitution of one subcontractor for another may be made only at the discretion of the City and with prior written approval from the City.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, will be the prime contractor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Proposer. The Proposer is prohibited from performing any work associated with this RFP or using contractors for any service associated with this RFP offshore (outside the United States).

**Licensure**
Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The City may require any or all Proposers to submit evidence of proper licensure.

**Conflict of Interest and Proposal Restrictions**
By submitting a response to the RFP, the Proposer certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

**Contract Negotiations and Execution**
After a review of the proposals and completion of the proof of capabilities, the City intends to enter into contract negotiations with the selected Proposer. These negotiations could include all aspects of services and fees. If a contract is not finalized in
a reasonable period of time, the City will open negotiations with the next ranked service provider.

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the City.

If the selected Proposer does not execute a contract with the City within fifteen (15) business days after notification of selection, the City may give notice to that service provider of the City’s intent to select from the remaining Proposers or to call for new proposals, whichever the City deems appropriate.

**Right of Rejection**
The City reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety. Any proposal received that does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations. The City may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

Proposers may not restrict the rights of the City or otherwise qualify their proposals. If a Proposer does so, the City may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

The City reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the City. Where the City waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any Proposer to strict compliance with the RFP.

**Disclosure of Proposal Contents**
All proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of
proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 6250-6270 and 6275-6276.48). By submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

Severability
If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the City and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

Warranty
The selected software Proposer will warrant that the proposed software will conform in all material respects to the requirements and specifications as stated in this RFP, demonstrated in both the software demonstration and subsequent proof of capabilities. Further, that requirements as stated in this RFP will become part of the selected software Proposer’s license and the software Proposer will warrant to the requirements. The selected Proposer must warrant that the content of its proposal accurately reflects the software's capability to satisfy the functional / technological requirements as included in this RFP. Furthermore, the warranty, at a minimum, should be valid for the duration of the implementation and until final acceptance (as will be defined during the negotiation process) of all application modules included in the implementation.

Rights of the City
The City reserves the right to:
+ Make the selection based on its sole discretion
+ Reject any and all proposals
+ Issue subsequent Requests for Proposals
+ Postpone opening proposals, if necessary, for any reason
+ Remedy errors in the Request for Proposal process
+ Approve or disapprove the use of particular subcontractors
+ Negotiate with any, all, or none of the Proposers
+ Accept other than the lowest offer
Waive informalities and irregularities in the proposals

Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City

Refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors.

An agreement will not be binding or valid with the City unless and until it is approved by the City Council and executed by authorized representatives of the City and of the Proposer
EXHIBIT A

PROPOSER CONTACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Company Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City/State/ZIP</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fax Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E-mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

Complete the sheet and fax to (805) 805-0542 or scan and email to ccooper@ci.guadalupe.ca.us. The City will provide any clarifications and addendums to this RFP directly to all consultants who have completed this form.
EXHIBIT B

AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF GUADALUPE
AND ________________ FOR
CONTRACT CITY FINANCIAL SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES (the "Agreement") is made and entered into this ____________ day of __________ 2019, by and between the CITY OF GUADALUPE, a municipal corporation ("City") and, ________________ a California Corporation ("Consultant").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. Term of Agreement. Subject to the provisions of Section 19 (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.

Section 2. Scope of Services. Consultant agrees to perform the services set forth in Exhibit A (Scope of Services) and made a part of this Agreement.

Section 3. Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Council or City Administrator of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Administrator.

Section 4. Compensation and Method of Payment.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit A (Compensation) and made a part of this Agreement.
(b) Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. City shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and Scope of Services. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event City disputes any charges or expenses, City shall return the original invoice to Consultant with specific items in dispute identified for correction and re-submission. All undisputed charges shall be paid in accordance with this Agreement and Scope of Services.

(c) Except as to any charges for work performed or expenses incurred by Consultant, which are disputed by City, City will cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s invoice.

(d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

(e) Consultant shall have the right to suspend services if not paid in accordance with this Agreement.

Section 5. Inspection and Final Acceptance. City may inspect and accept or reject any of Consultant’s work under this Agreement, either during performance or when completed, if the work is found to be defective or not in compliance with the defined Scope of Services. Acceptance of any of the Consultant’s work by City shall not constitute a waiver of any of the provisions of this Agreement, including but not limited to, Sections 15 and 16, pertaining to indemnification and insurance, respectively. Consultant agrees to cooperate in any such inspection.

Section 6. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the
Consultant. Reuse of any materials outside the scope of this Agreement shall be at the sole risk of the City.

Section 7. Consultant's Books and Records.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently completed and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, upon reasonable notice during regular business hours, upon written request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement. The City shall compensate the Consultant for all costs associated with providing these materials to the City.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or destroyed due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.
Section 8. Status of Consultant.

(a) Consultant is and shall at all times during the terms of this Agreement remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, employees or agents of City.

(c) Neither Consultant nor any of Consultant's officers, employees or agents shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

Section 9. Standard of Performance. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Section 10. Compliance With Applicable Laws, Permits and Licenses. Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement applicable to Consultant. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement.
Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Consultant to comply with this section.

Section 11. Nondiscrimination. Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability, marital status or sexual orientation in connection with or related to the performance of this Agreement.

Section 12. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

Section 13. Conflicts of Interest. Consultant agrees to at all times avoid conflicts of interest with the interests of the City in the performance of this Agreement.

Section 14. Confidential Information; Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Administrator, except as may be required by law.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Administrator or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this section, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Consultant shall be compensated for all costs associated with complying with this section.

Section 15. **Indemnification.**

To the fullest extent permitted by law (including, but not limited to California Civil Code Section 2782 and 2782.8) CONSULTANT shall indemnify, defend and hold harmless the CITY and its officers, elected and appointed officials, employees and volunteers ("CITY entities") from and against all claims, damages, injuries, losses and expenses including costs, attorney fees, expert consultant and expert witness fees arising out of, pertaining to or relating to, the negligence, recklessness or willful misconduct of CONSULTANT, any subconsultant, anyone employee by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the sole negligence, active negligence or willful misconduct of the CITY. Negligence recklessness or willful misconduct of any subcontractor employee by CONSULTANT shall be conclusively deemed to be the negligence, recklessness, or willful misconduct of CONSULTANT unless adequately corrected by CONSULTANT. The provisions of this Section 5 shall survive completion of CONSULTANT'S services or the termination of this Agreement.
Section 16. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Consultant, its agents, representatives or employees in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Administrator. Consultant agrees to provide City with copies of required policies upon request.

Consultant shall provide the following scope and limits of insurance:

A. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. Insurance Services Office Form Commercial General Liability coverage (Occurrence Form CG 0001).

2. Insurance Services Office Form No. CA 0001 covering Automobile Liability, including code 1"any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.

3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

4. Errors and omission liability insurance appropriate to the Consultant's profession.

B. **Minimum Limits of Insurance:** Consultant shall maintain limits of insurance no less than:

1. General Liability: $1,000,000 general aggregate for bodily injury, personal injury and property damage.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employer's Liability limits of $1,000,000 per accident.

(4) Errors and Omissions Liability: $1,000,000 per claim.

C. Other Provisions: Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies: Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or other party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to City.

(2) General Liability and Automobile Liability Coverages.

(a) City and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and its respective elected and appointed officers, officials or employees.

(b) Consultant's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Consultant's insurance.

(c) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

(3) Workers' Compensation and Employer's Liability Coverage. Unless the City Administrator otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.

D. Other Requirements: Consultant agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this Agreement have been met. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies at any time.

(1) Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

(2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

(3) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant’s liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Section 17. Assignment. The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and
capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under the Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

Section 18. Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

Section 19. Termination of Agreement.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement at any time upon thirty (30) days' written notice of termination to City.

(c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.
Section 20. **Default.** In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

Section 21. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of the City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

Section 22. **Cooperation by City.** All public information, data, reports and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in Exhibit A, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

Section 23. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telex, facsimile, or United States mail, postage prepaid, addressed as follows:

To City:  
City Administrator  
City of Guadalupe  
918 Obispo Street  
Guadalupe, CA  93434

To Consultant:

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.
Section 24. Authority to Execute. The person or persons executing this Agreement on behalf of the Consultant represents and warrants that they have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

Section 25. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 26. Modification of Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 27. Waiver. Waiver by any party to this Agreement of any term, condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

Section 28. Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central City of California, in Los Angeles.

Section 29. Attorney's Fees, Costs and Expenses. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 30. Entire Agreement. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the
execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 31. Severability. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 32. Preparation of Agreement. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney, and will be construed accordingly.

CITY: CONSULTANT:

CITY OF GUADALUPE

By:_________________________ By:_________________________
Mayor Ariston Julian
Title:________________________

APPROVED AS TO FORM:

Phillip Sinco, City Attorney