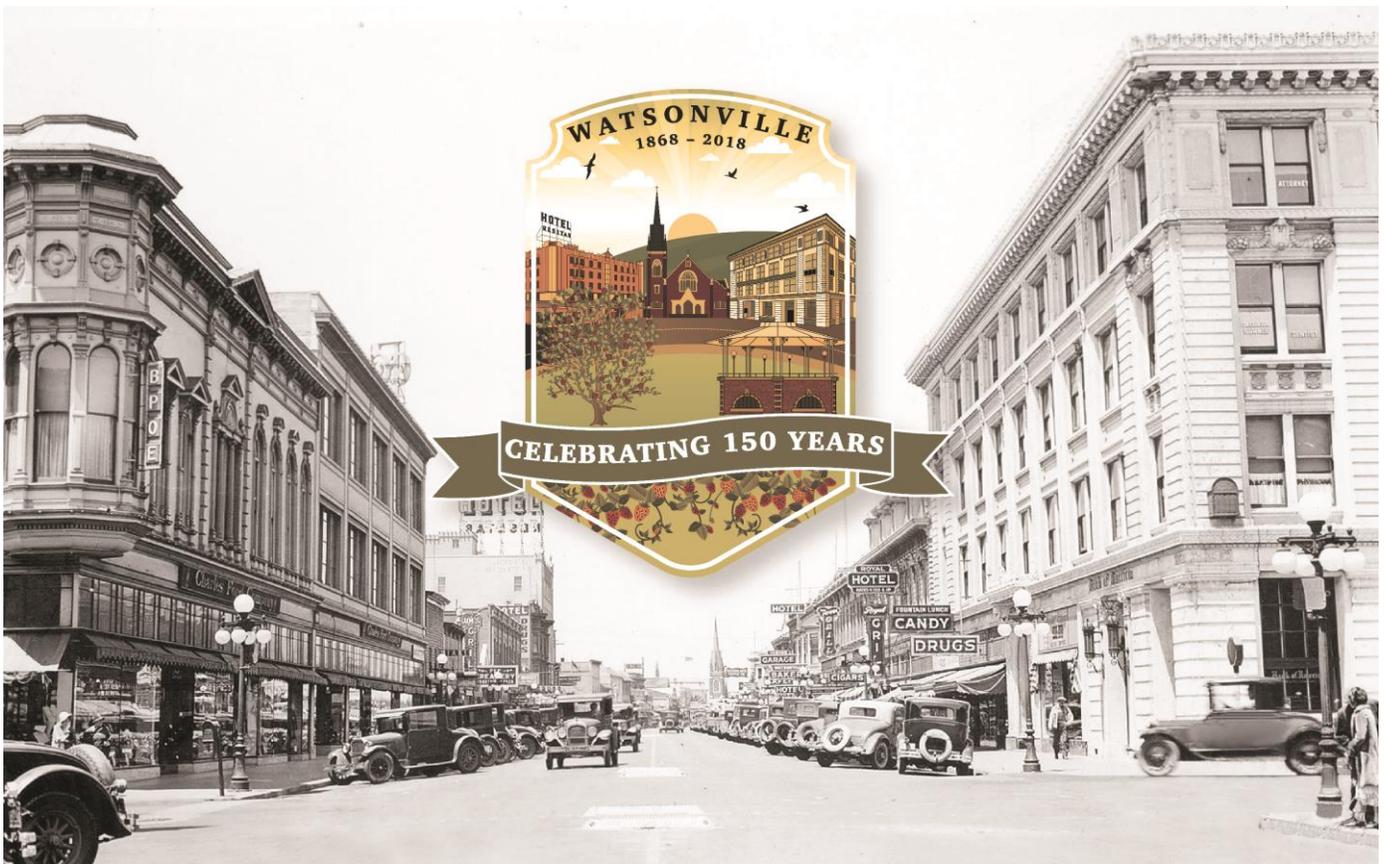


**CITY OF WATSONVILLE
PARKS AND COMMUNITY SERVICES DEPARTMENT**

**REQUEST FOR PROPOSALS
FOR
Integrated Pest Management (IPM) Services**

PROPOSALS DUE:

Wednesday, July 24th, 2019 by 5:00 pm



City of Watsonville
231 Union Street
Watsonville, CA 95076
REQUEST FOR PROPOSAL (RFP)

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ATTACHMENTS

- **ATTACHMENT A – SAMPLE CONTRACT FOR CONSULTANT SERVICES**

SECTION 1

REQUEST FOR PROPOSAL

The City of Watsonville is inviting all interested and qualified consultant teams with proven experience in public right-of-way vegetation control, integrated pest management (IPM), landscape maintenance program assessment, community outreach, financial analysis, and organizational analysis to submit proposals. The required integrated pest management (IPM) services and performance conditions are described in the Scope of Work. This set of services will be awarded to one firm.

The selected firm will be tasked to develop a work plan using the scope of work in this RFP.

SECTION 2

BACKGROUND

The City of Watsonville is a growing community in southern Santa Cruz County with a population of 51,199, according to the last census, and at least 81% of the City's population is Hispanic. Watsonville is known all over the world for its long and rich heritage as a center for agriculture – especially berries. Watsonville is also a proving ground for entrepreneurs and businesses from all types of industries and emerging technologies. Its central location, nestled between the Monterey Bay and the Santa Cruz mountains, offers growing companies quick and easy highway access. Watsonville's location is topped only by its ideal climate and the rustic, small town charm of a close-knit rural community.

City departments are responsible for delivering quality programs, services and facilities and improving the quality of life of residents. The city accomplishes this by providing essential services, strengthening safety and security, supporting economic development, protecting natural resources, maintaining quality infrastructure, providing recreational experiences, fostering human development, promoting health and wellness, increasing cultural awareness, facilitating community problem-solving, and strengthening community building.

There are three city departments independently tasked with maintaining parks, streets, trails, open space, wetland corridors, public right-of-way areas, and public grounds. Those departments are the Parks and Community Services Department, Public Works & Utilities Department, and Municipal Airport. Specialized divisions within each of those departments carry out the city's landscape maintenance and vegetation control programs while striving to provide a safe, clean and green environment for the community to enjoy.

The Parks Division maintains Watsonville's 26 public parks, street median islands, City trees, landscaping and numerous public grounds for a total of 143 acres. The Field Services Division, under Public Works & Utilities, provides environmental services and maintenance of trails, open space, wetland corridors, and many public right-of-way areas totaling almost 400 acres. The Municipal Airport operates a 300+ acre facility and has crews that routinely control vegetation in the open space areas surrounding the tarmac.

On April 23rd, 2019, the Watsonville City Council passed a resolution discontinuing the use of glyphosate-based herbicides on all city properties. The glyphosate ban went into effect on July 1st (with the exception of the Airport which will discontinue in fall 2019 after the completion of runway resurfacing), and prohibits city departments and city landscape contractors from using *Roundup* & similar glyphosate-based herbicides for weed control. Furthermore, in acknowledgment of the potential for more resources to be needed for weed control going forward, the City Council has asked City staff to identify and provide an update on operational and fiscal impacts that result from the glyphosate ban in order to develop a long term policy and plan to effectively control weeds and landscape pests while maintaining adequate service levels and protecting public health.

SECTION 3**PROJECT PURPOSE**

Discontinuing use of glyphosate-based herbicides will require additional resources for vegetation control and divert maintenance staff away from other work. It is anticipated that this will have an adverse impact on service levels as new methods and techniques for effective pest management on City properties will need to be studied and an integrated pest management (IPM) policy will need to be developed and implemented in order to effectively manage weeds and pests over the long-term in a way that is acceptable to the community and aligns with the City's budget priorities. Further studying effective alternative methods for weed abatement will assist with decision making regarding the further reduction or elimination of use of all pesticides on City maintained properties.

This IPM Scope of Services for Fiscal Year 2019-20 is designed to meet the following goals:

1. Discontinue use of glyphosate on City properties effective July 1, 2019 (or Fall 2019 for the Airport), while limiting effects on safety and service levels of public areas
2. Determine effectiveness and costs associated with implementing new methods and techniques for effective pest management to further reduce or eliminate the use of all pesticides on City maintained properties
3. Develop and adopt an Integrated Pest Management (IPM) Policy and Implementation Plan to guide pest-control decisions that balances City and community priorities with costs.

The City is requesting proposals for consulting firms experienced with Integrated Pest Management (IPM), specifically with glyphosate-based herbicide reduction strategies for municipal governments and/or public agencies, to support and facilitate this project while working closely with city department staff.

SECTION 4**SCOPE OF WORK**

Consultants must submit proposals for all services listed while providing itemized pricing for each Major Task so that, in the event pricing exceeds the city's budget for this Scope of Services, certain services may be removed to keep the overall Scope of Services within budget.

Duties to be performed by consultant personnel include but are not limited to the following Scope of Work:

Phase 1: Review the City of Watsonville's pest management practices and related policies and industry practices

<u>No.</u>	<u>Task Description</u>	<u>Deadline</u>
1a	Review Current Practices & Policies, Action Thresholds, PCA Recommendations, Pesticide Use Reporting, Maintenance Areas. Conduct Project Kick-off Meeting and Site Visit with City Staff (IN PERSON MEETING)	Within 2 weeks of Notice to Proceed
1b	Additional Phone Interviews with up to 3 city or partner agency staff	Within 4 weeks of Notice to Proceed

1c	Conduct comparative analysis of the City's pest management policies and practices with IPM practices and policies of similar municipalities and agencies	10/25
1d	Deliver comprehensive evaluation of the City's Pest Management Policies/Practices that includes a Watsonville-specific analysis of needs and opportunities to implement practical IPM best practices both over the short-term (<1yr) and long-term (>1yr)	10/25

Phase 2: Evaluate non-glyphosate weed abatement strategies and determine best practices to maintain service levels while reducing pesticide use.

<u>No.</u>	<u>Task Description</u>	<u>Deadline</u>
2a	Conduct outreach to local stakeholders, community groups, professional agencies and subject matter experts	9/1-2/28
2b	Starting in October, conduct monthly conference calls with City Staff	Monthly
2c	Facilitate in person Mid-Project Meeting with City Staff (IN PERSON MEETING)	2/5
2d	Provide recommendations for approaches to community engagement, outreach, and reporting	2/28
2e	Deliver Mid-Project Analysis of the current and potential future context of pesticides that includes assessments of time and cost requirements of different methods of pest control, action thresholds, risk factors, public perception, current legal findings and environmental stewardship while incorporating findings from the previous 6 months of glyphosate and pesticide reduction efforts within the City and recent efforts within similar jurisdictions & agencies	2/28

Phase 3: Develop an Integrated Pest Management Policy and Implementation Plan, facilitate community engagement in the IPM plan development, and facilitate the adoption of the IPM plan by City Council.

<u>No.</u>	<u>Task Description</u>	<u>Deadline</u>
3a	Facilitate Community meeting of stakeholder groups and give a presentation on IPM and the Mid-Project Analysis Findings to gather input and feedback (COMMUNITY PRESENTATION-- OUTWARD FOCUSED ON COMMUNITY CONCERNS)	3/24
3b	Based on Mid-Project Analysis and Community Input, Develop and Submit Draft Report of IPM Policy and Implementation Plan for Staff Review (to include draft staff report for council study session)	4/07
3c	Council Study Session to present options and determine policy direction (DRAFT REPORT PRESENTATION)	4/28

3d	Final Report and Presentation to Council / Adoption of IPM Policy and Implementation Plan that includes cost projections and recommendations for the City's IPM program management roles and responsibilities (FINAL REPORT PRESENTATION)	5/26
3e	Project Closeout (IN PERSON MEETING)	6/19

SECTION 5 CONTENTS OF PROPOSAL

Five (5) copies of the proposal and an electronic copy must include the following information in order to be considered:

1. A general description of the firm, and the credentials and background of the principal and team members who will be responsible for the project.
2. A documented summary and listing of past and present experience including at least 2 examples of providing IPM services for other municipal or public agencies.
3. Statement of understanding of the project.
4. A detailed description of the proposer's approach for managing the project. The description should include at a minimum all tasks listed in the "Scope of Work". In addition, the proposer should include any steps/tasks not included in "Scope of Work" that proposer thinks would materially affect the quality of the project. The quality and thoroughness of the proposer's description of project tasks is an evaluation criterion.
5. Project Schedule/timeline by Task and Task Sequencing.
6. Consultant Concerns or alternative approaches.
7. Statement of agreement to standard City contract for Consultant Services and insurance requirements.
8. Firm profile or Statement of Qualifications.
9. A minimum of three related business references, including names, addresses, and phone numbers, plus a description of the type of work performed.
10. Cost Proposal by Task and total cost
11. List the hourly rates for any applicable position that may work on the project, and the hours to be spent on the project. Include any other additional expenses (travel, or probable out of pocket expenses). Additional expenses will not be allowed unless specified in the proposal. Costs must be unbundled and listed separately. Provide a total "not to exceed" amount for the project.

The cost for preparing a proposal in response to the RFP is the responsibility of the Consultant.

Five (5) copies and one (1) electronic copy of the proposal are due by **5:00 pm Wednesday, July 24th, 2019**. Late submittals will not be considered and will be returned unopened. The proposals can be delivered or mailed to:

City of Watsonville
 Attn: Ben Heistein, Assistant Parks and Community Services Director
 231 Union St.
 Watsonville, CA 95076
 Email: Benjamin.heistein@cityofwatsonville.org

SECTION 6 GENERAL REQUIREMENTS AND INFORMATION

The consultant selected pursuant to this request for proposal will be required to comply with the following requirements:

1. A City of Watsonville business license - All consultants must possess a City of Watsonville.
2. W-9
3. Must be able to satisfy all requirements pertaining to insurance (See Section 9 of Consultant agreement)

SECTION 7 SELECTION PROCESS

City staff will review all submitted proposals to determine those Consultants that best meet the requirements of this RFP and the evaluation criteria listed above.

Evaluation Criteria: The City of Watsonville will evaluate the proposals based on the following criteria:

#	Evaluation Criteria	Weight
1	Understanding of the scope of work to be performed	10
2	Response to the project objectives and scope outlined in this RFP	20
3	Creativity and problem solving provided in proposal	10
4	Community Engagement Strategy	15
5	Qualifications and experience as it relates to the scope of work in this RFP	15
6	References and satisfactory record of performance	10
7	Project Schedule	10
8	Cost Proposal	10
Total Points Possible:		100

The most qualified Consultants will be invited to an interview with the City staff on Wednesday, July 31st, 2019.

All proposals submitted shall be valid for a minimum period of one-hundred and twenty (120) calendar days following the last date established for proposal submission. Proposals may be withdrawn on written request from the proposer at the address shown in this solicitation prior to the last date for proposal submission. Negligence on the part of the proposer in preparing the proposal confers no right of withdrawal after the time set for proposal submission.

It is the intent of the City to enter into a contract for services with the selected consultant no later than sixty (60) days of the last date established for proposal submission. The City reserves the right to reject any and all proposals. The final selection will not be based on the lowest-bid, but rather the best value.

SECTION 8 ACCEPTANCE OR REJECTION AND NEGOTIATION OF PROPOSAL

The City of Watsonville reserves the right to accept or reject any or all proposals, or select more than one firm to complete this work. After selection by the City, the contents of the submitted proposal will become a contractual obligation. Failure to agree to include the proposal as part of the contractual agreement will result in cancellation of the award.

The City of Watsonville reserves the right to negotiate a modification to, or accept any part of the proposal, and will not be obligated in any way to accept those parts that do not meet the approval of the City. Terms and conditions of the contract will be subject to the approval of the City Attorney. The proposal, draft report, and final report shall become the property of the City of Watsonville.

SECTION 9 SELECTION TIMETABLE

The proposal phase schedule is as follows:

City releases RFP	July 5 th , 2019
Last day to submit questions	July 12 th , 2019
Proposals due	July 24 th , 2019
Interviews with successful bidders	July 31 st , 2019
Award Contract	August 6 th , 2019
Begin Work	September 3 rd , 2019

SECTION 10 QUESTIONS

Questions regarding this RFP should be submitted in writing and directed to Ben Heistein, Assistant Parks and Community Services Director, via e-mail at benjamin.heistein@cityofwatsonville.org, no later than **July 12th, 2019 at 3:00pm**. As necessary, responses to questions will be issued via an addendum. The City of Watsonville reserves the right to reject any and all proposals. The City looks forward to your response to this Request for Proposals.

***PLEASE NOTE:** This RFP, subsequent addendums, and all attachments are available online at the City of Watsonville's website at <https://www.cityofwatsonville.org/1731/View-Current-Parks-Request-for-Proposals>

SECTION 11 RESERVATIONS

Additional information regarding RFP submittal, content, processes and procedures are listed below:

- 1) All proposals will become the property of the City of Watsonville and will not be returned to Consultants. Consultants are advised that all documents submitted with their proposals are public records open to inspection without redaction, and are directed to California Government Code Section 6250 (Public Records Act), which is available on the State Internet site (www.ca.gov).
- 2) The City of Watsonville reserves the right to reject any and all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Request for Proposal, in whole or in part, or decide to award a contract to perform only some of the services outlined in this Request For Proposal, without liability, obligation, or commitment to any party, Consultant, or organization.

- 3) In addition, the City reserves the right to request and obtain additional information from any candidate submitting a proposal, and to negotiate the final scope of services with the selected consultant. The City is not liable for any costs incurred by consultants prior to issuance of an agreement, contract or purchase order. Costs of developing the proposals, oral presentations or any other such expenses incurred by the consultant in responding to the RFP are entirely the responsibility of the consultant, and shall not be reimbursed in any manner by the City of Watsonville. No materials or labor will be furnished by the City.
- 4) The City reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any qualified respondent in any manner deemed necessary by the City to serve its best interests. The City also reserves the right, based on its sole judgment and discretion, to award a contract based upon the written proposals it receives without conducting discussions, interviews or negotiations.
- 5) If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected.
- 6) The City reserves the right to obtain written clarification of any point in a Consultant's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Consultant to respond to such a request for additional information or clarification may result in rejection of the Consultant's proposal.
- 7) Failure to comply with these instructions, and the other specific provisions of the RFP, may result in the Consultant's proposal not being reviewed.
- 8) City of Watsonville reserves the right, without qualification, to select a Consultant for further discussions based solely on the content of the RFPs and relevant information obtained from others concerning the respondent's respective records of past performance.
- 9) The consultant's proposal shall not be made contingent upon uncertain events, which shall not have occurred until after the RFP is completed.
- 10) In the event that it becomes necessary to revise any part of this RFP due to inquiries raised, an email notifying an addendum, supplement or amendment to this RFP will be provided to Consultants who received an original invitation to bid via email OR responded to us with their contact information as described on the cover letter of this RFP. Changes to the RFP shall be accomplished by an amended page or pages.

**CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND _____**

THIS CONTRACT, is made and entered into this _____, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and _____, hereinafter called "Consultant."

WITNESSETH

WHEREAS, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

WHEREAS, Consultant has the requisite skill, training, qualifications, and experience to render such services called for under this Contract to City.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES. Consultant shall perform those services as specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which is attached hereto and incorporated herein.

SECTION 2. TERM OF CONTRACT. The term of this Contract shall be from _____, 20__ to _____, 20__, inclusive.

SECTION 3. SCHEDULE OF PERFORMANCE. The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

SECTION 4. COMPENSATION. The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT. Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONSULTANT. It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement

benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY. Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION.

To the full extent permitted by law (subject to the limitations of Civil Code section 2782.8 for any "design professional services" performed under this Contract), Consultant will indemnify, hold harmless, release and defend the City (including its officers, elected or appointed officials, employees, volunteers or agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses or costs [including legal costs and attorney's fees])(collectively "Liability") of any nature, to the extent arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Contract. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Contract are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers compensation insurance.

SECTION 9. INSURANCE.

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force throughout the term of this Contract a professional liability insurance policy (Errors and Omissions), in a company authorized to issue such insurance in the State of California, with limits of liability of not less than One Million Dollars (\$1,000,000.00) to cover all professional services rendered pursuant to this Contract.

B. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.

D. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

E. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

SECTION 10. NON-DISCRIMINATION. Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin or disability in connection with or related to the performance of this Contract.

SECTION 11. TERMINATION.

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

SECTION 13. GOVERNING LAW. City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Municipal or Superior Court of the County of Santa Cruz.

SECTION 14. PRIOR CONTRACTS AND AMENDMENTS. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager or his designee, or as required by law.

SECTION 16. OWNERSHIP OF MATERIALS. All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

SECTION 17. COVENANT AGAINST CONTINGENT FEES. The Consultant covenants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract, for breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER. Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

SECTION 19. CONFLICT OF INTEREST.

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Contract or such Resolution, as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

SECTION 20. AUDIT BOOKS AND RECORDS. Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of

account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

SECTION 21. NOTICES. All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY

City Clerk's Office
275 Main Street, Suite 400
Watsonville, CA 95076
(831) 768-3040

CONSULTANT

ADD INFORMATION

SECTION 22. EXHIBITS:

- Exhibit A: Scope of Services
- Exhibit B: Schedule of Performance
- Exhibit C: Compensation

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WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY

CONSULTANT

CITY OF WATSONVILLE

BY _____
Matthew D. Huffaker, City Manager

BY _____
[Name, Title]

ATTEST:

BY _____
Beatriz Vázquez Flores, City Clerk

APPROVED AS TO FORM:

BY _____
Alan J. Smith, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

The scope of services is as follows:

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule:

EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed

_____.

b. Basis for Payment. Payment(s) to Consultant for services performed under this Contract shall be made as follows and shall [not] include payment for reimbursable expenses:

c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this Contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.
r appropriate compensation.