

City of Capitola



Request for Proposal for Demographic and Mapping Consulting Services

Issue Date: April 10, 2026
Proposal Deadline: April 20, 2026

City of Capitola
City Manager Department
420 Capitola Ave.
Capitola, CA 95010

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REQUEST FOR PROPOSAL

DEMOGRAPHIC AND MAPPING CONSULTING SERVICES

INTRODUCTION

The City is seeking to retain Demographic and Mapping Consulting Services – from either an individual consultant or consulting firm (Proposer) – to assist the City in its potential transition from at large elections to by-district elections.

The City seeks a demographer or experienced municipal districting/redistricting consultant that has successfully assisted cities, counties, districts, and/or other California public agencies transition from at large elections to by-district elections in furtherance of the purposes of the CVRA. The Proposer will serve as the lead demographer to draw district maps for the City in accordance with applicable law. The Proposer, in partnership with the City’s legal counsel, City staff, and City Council, will play a crucial role in the City’s work to potentially establish voting districts for Capitola pursuant to a process that incorporates public input.

This Request for Proposal is expected to result in a firm fixed price contract. All proposals must be submitted to the City Clerk’s office electronically at cityclerk@ci.capitola.ca.us by 5:00 P.M. on Monday, April 20, 2026. City staff will confirm receipt of proposals via email. All proposals must be in the format specified and clearly identified with proposal title, name of proposer, and date of proposal closure. Responding firms shall be solely responsible for any expenses incurred in preparing proposals in response to this request.

The City may select a demographer/mapping consultant firm based on proposal alone or may narrow the field to the top firms (not to exceed three) based on strength of proposal and then conduct interviews to finalize a selection. The City will then initiate contract negotiations with the selected Proposer. Pending successful negotiations, the City will have the Proposer execute the City’s Standard Professional Services Agreement (Attachment A).

BACKGROUND

The City of Capitola is a small coastal community located in Santa Cruz County that occupies approximately two square miles and serves a population of about 10,000. Located on the northern edge of Monterey Bay, approximately 35 miles north of Monterey and 75 miles south of San Francisco, Capitola enjoys a rich history and offers residents diverse recreational opportunities. Capitola Village is located along a sandy beach with expansive views of Monterey Bay and is home to numerous craft galleries, boutiques, and restaurants.

Capitola is a General Law City, which was incorporated on January 11, 1949. The City is subject to the framework and procedures established by State Law and operates under the Council – City Manager form of government. The Council is comprised of five Council Members, all of whom are elected at large. The Council Members serve four-year staggered terms; and the Mayor and Vice-Mayor are selected annually by the Council. The City provides police protection, recreation, building, planning, zoning, administrative services, financial services, street, park and facilities maintenance for Capitola. Independent special districts provide fire protection, water, sewer, and limited drainage services.

The City will administer the proposal process in accordance with the terms and dates outlined in this RFP; however, the City reserves the right to modify the activities, timeline, or any other aspect of the process at any time, as deemed necessary. By requesting proposals, the City is in no way obligated to award a contract or pay the expenses of proposing firms in association with the preparation or submission of a proposal. The award of any contract shall be contingent on the requisite staff and City Council approvals.

SCOPE OF WORK

In order to manage the transition from an at-large election system to a by-district election system, in which the City will be divided into geographical districts of substantially equal populations with each district electing a single council candidate who resides within its boundary, the Contractor must use the most recent federal census data and conform to all applicable laws, transition processes and requirements, including, but not limited to, the California Voting Rights Act; California Elections Code Sections 10010, 14025, 14026-14032, 21100 et seq., 21600 et seq.; and California Government Code Sections 34870-34886. The anticipated start date for Demographic and Mapping Consulting Services will be on or after May 1, 2026.

1. Contractor shall develop a work plan that will at least include the following elements and, further, Contractor shall carry out such work plan as part of the Demographic and Mapping Consulting Services:
 - a. Provide a detailed timeline for all requirements of this scope of work that is consistent with the requirements of applicable law, including, but not limited to Elections Code Section 10010;
 - b. Facilitate meetings and provide short formal presentations on the scope, purpose, process, timelines, and legal issues where Contractor will request input from the public and document input;
 - c. Obtain input from the City Council, the public, City staff, and other community stakeholders to identify “communities of interest” as defined in the State of California Elections Code and other criteria relevant to drawing of district maps consistent with applicable law, including, but not limited to, Elections Code Section 21100 et seq.;
 - d. Present findings on identifying “Communities of Interest” and other criteria as described above, and present criterion used in map evaluation, including submittal requirements from members of the public, for City Council comment and approval; and
 - e. Propose a schedule or meetings with City staff needed to accomplish this scope of work.
2. Contractor shall create at least three (3) districting maps as directed by the City as follows:
 - a. Each draft district map shall have districts that comply with all applicable laws and regulatory requirements, including, but not limited to, those referenced in this RFP;
 - b. Each draft district map shall have a unique objective based on preserving a community of interest and meeting the requirements of applicable law as described in this RFP;
 - c. In the creation of draft district maps, Contractor shall use GIS software developed specifically for districting to create the draft district maps;
 - d. The contractor shall obtain and utilize the most recent Santa Cruz County Official Precinct Maps from the Santa Cruz County Registrar of Voters; and

- e. A demographic profile of each district shall be included.
 - f. Contractor shall also present such draft district maps at all meetings/public hearings held pursuant to Elections Code Section 10010.
3. Contractor shall consider alignment of County voting precincts with districts to minimize voter confusion and to maximize the ease of conducting elections.
 4. Contractor shall prepare and provide the necessary physical and electronic documents and files in the format required by the City and/or County of Santa Cruz to facilitate the implementation of district elections in the City.
 5. Contractor shall timely produce such summaries/reports for City's review, approval, and posting as may be required by applicable law, including, but not limited to Elections Code Sections 21130(b)(1), 21130(b)(2), and 21130(f).
 6. Contractor shall provide expert technical assistance to the City in the event any legal action arises relating to the districting process of plans developed with Contractor's assistance. Contractor shall provide expert testimony and "special services," if necessary, in state and federal court in the area of districting.

Optional Services:

1. Provide a detailed community outreach plan;
2. Create multilingual community outreach to ensure fair representation of all minority groups within the City;
3. Prepare illustrative materials, and advertising for public meetings, workshops, and outreach;
4. Prepare online interactive materials for use by the public;
5. Provide non-English speaking support for non-English speaker inquiries.

PROPOSAL REQUIREMENTS

The Submission should be in a single document (PDF or Microsoft Word) and include the following five sections:

- 1) Cover letter (2 pages maximum): The cover letter should include the name, email, and telephone number of the primary contact person for the proposer, the mailing address for the individual or firm submitting the proposal, and the address of the office from which the Project will be managed. The cover letter should clearly describe the proposer's understanding of the services being requested by the City. It shall include a statement indicating that the proposal terms shall remain in effect for no less than ninety (90) days following the submittal date. The letter shall also include a statement by the person submitting the proposal that they authorized to bind the proposer to the terms of the proposal.
- 2) Statement of Qualifications and Experience (10 pages maximum): The City will consider submittals from consultants that demonstrate they have successfully completed comparable districting projects. The submission shall include a statement of qualifications that includes a discussion of past projects that illustrate the quality, type, and performance of the Project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information: contracting agency name, contractor's

project manager and contact information, date of contract, date of completion, and project description.

- 3) Proposal Statement (15 pages maximum): The Proposal Statement should outline the proposed Project schedule, the methods for accomplishing the scope of work, and the team dedicated to the Project. The Project schedule should include a rough timeline outlining key events, tasks, and deliverables that will occur in order to ensure the City will transition to by-district elections to meet safe-harbor provisions in Elections Code Section 10010. The Proposal Statement should describe the roles and organization of your proposed team for this Project, and clearly identify and describe the experience of any proposed subcontractors. Please describe your project management approach and provide a detailed description of how the team and scope of work will be managed. Provide short resumes for all key team members. Key members, especially the project manager, must have significant demonstrated experience with this type of project, and should be committed to stay with the Project for the duration of the Project. Please provide a full scope of work to be performed, and particularly highlight any proposed work that was not included in the Scope of Work included in this RFP, but which you believe is necessary to successfully accomplish this Project.
- 4) Cost Proposal (1 page maximum): Please clearly identify all proposed costs and fees associated with the Scope of Work and any additional identified work you believe is necessary to complete the Project. This may take the form of a flat fee or hourly rates, but if the proposal to charge at hourly rates, please also include a not-to-exceed amount for which you can successfully accomplish all work necessary to complete the Project with the identified scope of work.
- 5) Acknowledgement of the City's Agreement for Professional Services (no page maximum): Submissions must include a statement that the proposer has reviewed the attached template Professional Services Agreement and agrees to execute and comply with an agreement in the form of that template if the proposal is selected. This statement should also indicate that the proposer will be able to fulfill the insurance requirements included in the template agreement. If the proposer intends to request changes to the template agreement, those requested changes must be included in a redlined "track changes" draft of the template agreement included with the Submission. If no changes are requested, the selected proposer shall be expected to execute the agreement without alteration.

Provide one electronic copy of the proposal via email to Julia Gautho, City Clerk at cityclerk@ci.capitola.ca.us.

EVALUATION OF PROPOSALS AND NEGOTIATIONS

The Capitola City Council reserves the right to select a responsive, responsible consultant based on the Council's judgment of "best value." The award may not be made solely on the RFP – Districting Services for Capitola basis of proposed cost. City staff will evaluate submissions for substance and completeness. Staff may contact references and/or proposers in its discretion during the evaluation process. Ultimately, staff will make a recommendation to the City Council on which proposer should be awarded a contract. During its review, staff may consider any aspect of the proposal or the qualifications of the proposer that may affect the "best value" determination. These items may include, but are not necessarily limited to:

- Experience with projects of a similar scope and vision;
- Demonstrated understanding of the Project;
- Proposed Project management approach, including expertise and experience of the team assigned to the Project;

- Cost; and
- Number and nature of proposed changes to the Professional Services Agreement terms, if any.

All firms that submit proposals will be notified of staff’s recommended selection, which will be recommended to the City Council for award of the Professional Services Agreement. Final approval of any selected firm is subject to the action of the Council.

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City to do so.

CONDITIONS AND STIPULATIONS

The City reserves the right to reject any and all proposals, cancel all or part of this RFP, and waive any non-material irregularities or informalities and to request additional information and clarification regarding any particular service from the proposing Audit firms.

The City reserves the right to reject any proposal for any reason. The proposal should be the best effort possible by the proposer, since the City reserves the right to award the contract with no further negotiations. Conversely, the City reserves the right to negotiate with the successful proposer any additional terms and conditions not contained in their proposal, which are in the best interest of the City or to otherwise revise the scope of this RFP. All proposals, whether accepted or rejected, shall become the property of the City of Capitola. All proposals received become public records. The City’s decision to award a contract will be based on many factors including, but not limited, to service, cost, experience, and ability to deliver, or for any other reason deemed by the selection committee to be in the best interest of the City. No single factor, such as cost, will determine the final decision to award a contract. This RFP and the responses, including all promises, warranties, commitments, and representations made in the successful proposal, shall become binding contractual obligations, and will be incorporated by reference in the final agreement between the City of Capitola and the selected firm. All terms and conditions not specifically identified as exceptions will be considered acceptable to proposer.

ESTIMATED TIMELINE (Dates are subject to change)

- | | |
|--|---------------------------|
| • Distribution of RFP | April 10, 2026 |
| • Deadline for Questions | April 15, 2026 |
| • Closing Date | April 20, 2026 at 5:00 PM |
| • Begin Selected Vendor Presentations/Interviews | Week of April 20, 2026 |
| • Present Recommendations to City Council | April 30, 2026 |

CONTACTS

For questions regarding the scope of proposal or the proposal process, please submit questions through email to cityclerk@ci.capitola.ca.us.

SUBMISSION INFORMATION

Proposals must be submitted electronically to cityclerk@ci.capitola.ca.us. City staff will confirm receipt of proposals via email.

A hard copy of the proposal may be mailed to the address below, but electronic submission is sufficient.

**City of Capitola
City Manager Department
Attention: Julia Gautho, City Clerk
420 Capitola Ave
Capitola, CA 95010**

All proposals must be delivered no later than **5:00 p.m. on April 20, 2026.**

ATTACHMENTS

Attachment A: Standard City Professional Services Agreement – Insurance and Indemnifications

Thank you for your interest in working with the City of Capitola for this service. We look forward to receiving your proposal.

CITY OF CAPITOLA
PROFESSIONAL SERVICES AGREEMENT
Demographic and Mapping Consulting Services
[*Consultant Name*]

THIS AGREEMENT is entered into on April 30, 2026, by and between the City of Capitola, a Municipal Corporation, hereinafter called "City" and [*Consultant Name*], hereinafter called "Consultant".

WHEREAS, City desires certain services described in Appendix One and Consultant is capable of providing and desires to provide these services;

NOW, THEREFORE, City and Consultant for the consideration and upon the terms and conditions hereinafter specified agree as follows:

SECTION 1
Scope of Services

The services to be performed under this Agreement are for demographic and mapping consulting services and further detailed in Appendix One.

SECTION 2
Duties of Consultant

All work performed by Consultant, or under its direction, shall be sufficient to satisfy the City's objectives for entering into this Agreement and shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession.

Consultant shall not undertake any work beyond the scope of work set forth in Appendix One unless such additional work is approved in advance and in writing by City. The cost of such additional work shall be reimbursed to Consultant by City on the same basis as provided for in Section 4.

If, in the prosecution of the work, it is necessary to conduct field operations, security and safety of the job site will be the Consultant's responsibility excluding, nevertheless, the security and safety of any facility of City within the job site which is not under the Consultant's control.

Consultant shall meet with City staff (including Jamie Goldstein, City Manager, Julia Gautho, City Clerk, Marc Tran, City Attorney) or other City personnel, or third parties as necessary, on all matters connected with carrying out of Consultant's services described in Appendix One. Such meetings shall be held at the request of either party hereto. Review and City approval of completed work shall be obtained monthly, or at such intervals as may be mutually agreed upon, during the course of this work.

SECTION 3
Duties of the City

City shall make available to Consultant all data and information in the City's possession which City deems necessary to the preparation and execution of the work, and City shall actively aid and assist Consultant in obtaining such information from other agencies and individuals as necessary.

City staff may authorize a staff person to serve as their representative for conferring with Consultant relative to Consultant's services. City shall not control or direct the manner in which the services are to be performed. However, the work in progress hereunder shall be reviewed from time to time by City at the discretion of City or upon the request of Consultant. If the work is satisfactory, it will be approved. If the work is not satisfactory, City will inform Consultant of the changes or revisions necessary to secure approval.

SECTION 4 **Fees and Payment**

Payment for the Consultant's services shall be made upon a schedule and within the limit, or limits shown, upon Appendix Two. Such payment shall be considered the full compensation for all personnel, materials, supplies, and equipment used by Consultant in carrying out the work. If Consultant is compensated on an hourly basis, Consultant shall track the number of hours Consultant, and each of Consultant's employees, has worked under this Agreement during each fiscal year (July 1 through June 30) and Consultant shall immediately notify City if the number of hours worked during any fiscal year by any of Consultant's employees reaches 900 hours. In addition, each invoice submitted by Consultant to City shall specify the number of hours to date Consultant, and each of Consultant's employees, has worked under this Agreement during the current fiscal year.

SECTION 5 **Changes in Work**

City may order major changes in scope or character of the work, either decreasing or increasing the scope of Consultant's services. No changes in the Scope of Work as described in Appendix One shall be made without the City's written approval. Any change requiring compensation in excess of the sum specified in Appendix Two shall be approved in advance in writing by the City.

SECTION 6 **Time of Beginning and Schedule for Completion**

This Agreement will become effective when signed by both parties and will terminate on the earlier of:

- The date Consultant completes the services required by this Agreement, as agreed by the City; or
- The date either party terminates the Agreement as provided below.

Work shall begin on or about May 1, 2026.

In the event that major changes are ordered or Consultant is delayed in performance of its services by circumstances beyond its control, the City will grant Consultant a reasonable adjustment in the schedule for completion provided that to do so would not frustrate the City's objective for entering into this Agreement. Consultant must submit all claims for adjustments to City within thirty calendar days of the time of occurrence of circumstances necessitating the adjustment.

SECTION 7 **Termination**

City shall have the right to terminate this Agreement at any time upon giving ten days written notice to Consultant. Consultant may terminate this Agreement upon written notice to City should the City fail to fulfill its duties as set forth in this Agreement. In the event of termination, City shall pay the Consultant for all services performed and accepted under this Agreement up to the date of termination.

SECTION 8
Insurance

Consultant shall procure and maintain for the duration of the contract and for ___ years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
2. Insurance Services office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California, and Employer's Liability Insurance.
4. Professional (Errors and Omissions) Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage shall include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- | | |
|--|---|
| 1. General Liability:
(including operations,
products and completed
operations) | \$1,000,000 per occurrence and \$2,000,000 in
aggregate (including operations, for bodily injury,
personal and property damage. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and
property damage. |
| 3. Employer's Liability Insurance | \$1,000,000 per accident for bodily injury and
property damage. |
| 4. Errors and Omissions
Liability:
Limits | \$1,000,000 per claim and \$2,000,000 in the
aggregate. |

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Capitola, its officers, officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after prior written notice has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Capitola** for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SECTION 9 Indemnification

For General Services: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its directors, officers, employees from and against any and all claims, demands, actions, liabilities, damages, judgments, or expenses (including attorneys' fees and costs) arising from the acts or omissions of Consultant's employees or agents in any way related to the obligations or in the performance of services under this Agreement, except for design professional services as defined in Civil Code § 2782.8, and except where caused by the sole or active negligence, or willful misconduct of the City.

For Design Professional Services under Civil Code §2782.8: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its directors, officers, and employees

from and against any and all claims, demands, actions, liabilities, damages, or expenses (including attorneys' fees and costs) arising from the negligence, recklessness, or willful misconduct of the Consultant, Consultant's employees, or agents in any way related to the obligations or in the performance of design professional services under this Agreement as defined in Civil Code §2782.8, except where caused by the sole or active negligence, or willful misconduct of the City. The costs to defend charged to the Consultant relating to design professional services shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8 and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, Consultant's employees, agents or subcontractors, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

SECTION 10 **Civil Rights Compliance/Equal Opportunity Assurance**

Every supplier of materials and services and all consultants doing business with the City of Capitola shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, and shall be an equal opportunity employer as defined by Title VII of the Civil Rights Act of 1964 and including the California Fair Employment and Housing Act of 1980. As such, consultant shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age or sex with respect to hiring, application for employment, tenure or terms and conditions of employment. Consultant agrees to abide by all of the foregoing statutes and regulations.

SECTION 11 **Legal Action/Attorneys' Fees**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he or she may be entitled. The laws of the State of California shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the City.

SECTION 12 **Assignment**

This Agreement shall not be assigned without first obtaining the express written consent of the City Manager after approval of the City Council.

SECTION 13 **Amendments**

This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the City and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the City Council, or an officer of the City when the City Council may from time to time empower an officer of the City to approve and authorize such amendments. No representative of the City is authorized to obligate the City to pay the cost or value of services beyond the scope of services set forth in Appendix Two. Such authority is retained solely by the City Council. Unless expressly authorized by the City Council, Consultant's compensation shall be limited to that set forth in Appendix Two.

SECTION 14
Miscellaneous Provisions

1. *Project Manager.* City reserves the right to approve the project manager assigned by Consultant to said work. No change in assignment may occur without prior written approval of the City.
2. *Consultant Service.* Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.
3. *Licensure.* Consultant warrants thereby represents that he or she has an established trade, occupation, or business in the same nature of services Consultant is performing under this Agreement. Consultant warrants that he or she has complied with any and all applicable governmental licensing requirements.
4. *Other Agreements.* This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter, and no other agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
5. *City Property.* Upon payment for the work performed, or portion thereof, all drawings, specifications, records, or other documents generated by Consultant pursuant to this Agreement are, and shall remain, the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information and reference in connection with the City's use and/or occupancy of the project. The drawings, specifications, records, documents, and Consultant's other work product shall not be used by the Consultant on other projects, except by agreement in writing and with appropriate compensation to the City.
6. *Consultant's Records.* Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of three years from the date of the final City payment for Consultant's services.
7. *Independent Contractor.* In the performance of its work, it is expressly understood that Consultant, including Consultant's agents, servants, employees, and subcontractors, is an independent contractor solely responsible for its acts and omissions, and Consultant shall not be considered an employee of the City for any purpose. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee of the City.
8. *Conflicts of Interest.* Consultant stipulates that corporately or individually, its firm, its employees and subcontractors have no financial interest in either the success or failure of any project which is, or may be, dependent on the results of the Consultant's work product prepared pursuant to this Agreement.
9. *Notices.* All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

CITY
CITY OF CAPITOLA
420 Capitola Avenue
Capitola, CA 95010
831-475-7300

CONSULTANT
Name
Address
Phone

By: _____
Benjamin Goldstein, City Manager

By: _____

Dated: _____

Dated: _____

Approved as to Form:

Marc Tran, City Attorney

APPENDIX ONE
Scope of Services

[To be completed for each consultant]

APPENDIX TWO Fees and Payments

For the services performed, City will pay consultant on a not-to-exceed, lump sum basis upon satisfactory completion of the services and delivery of work products. Payments will be issued monthly as charges accrue.

Consultant hereby represents and warrants, based upon Consultant's independent determination of the time and labor, which will be required to perform said services, that Consultant will provide all said services at a cost which will not exceed the maximum price set forth in this agreement for Consultant's services. Consultant hereby assumes the risk that Consultant will perform said services within this maximum price constraint and Consultant acknowledges that its inability to do so shall not excuse completion of the services and shall not provide a basis for additional compensation.

Expenses may include travel, meals and lodging while traveling, materials other than normal office supplies, reproduction and printing costs, equipment rental, computer services, service of subconsultants or subcontractors, and other identifiable job expenses. The use of Consultant's vehicles for travel shall be paid at the current Internal Revenue Service published mileage rate.

In no event shall the total fee charged for the scope of work set forth in Appendix One exceed the total budget of \$_____ (_____ Thousand Dollars and Zero Cents), without specific, written advance authorization from the City.

Payments shall be made monthly by the City, based on itemized invoices from the Consultant which list a brief description of the services performed, the date the services were performed, the hours spent and by whom, and a brief description of the actual costs and expenses incurred. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Such payments shall be for the invoice amount. The monthly statements shall contain the following affidavit signed by a principal of the Consultant's firm:

"I hereby certify as principal of the firm of _____, that the charge of \$_____ as summarized above and shown in detail on the attachments is fair and reasonable, is in accordance with the terms of the Agreement dated _____, __, and has not been previously paid."