



CITY OF PACIFIC GROVE POLICE DEPARTMENT

REQUEST FOR PROPOSALS FOR POLICE RECORDS MANAGEMENT SYSTEM

Proposals marked "POLICE RECORDS MANAGEMENT SYSTEM" must be received by
2:00 PM on TUESDAY, JANUARY 19, 2021 at:

Pacific Grove Police Department
580 Pine Avenue
Pacific Grove CA 93950
ATTN: Jocelyn Francis, Administrative Services Manager

Any proposals received after the scheduled closing time for receipt will be rejected.

TENTATIVE TIMELINE:

Issue date of RFP	December 16, 2020
Deadline for Questions and Inquiries	January 11, 2021
RFP Proposals Due	January 19, 2021
Evaluation of RFP Responses	Week of January 19, 2021
Presentations and Demonstrations (invite only)	Week of February 1, 2021
Specialized Demonstrations (invite only)	Week of February 8, 2021
Final Selection and Meetings	Week of February 15, 2021
City Council Contract Approval	March 3, 2021

The point of contact for this project is Jocelyn Francis at jfrancis@cityofpacificgrove.org or
(831) 648-3156. Clarifying questions are encouraged.

The RFP is posted on the City website at www.cityofpacificgrove.org and hard copies can be obtained
from the Pacific Grove Police Department.

1. INTRODUCTION

1.1 The City of Pacific Grove (the "City"), is seeking Proposals from qualified public safety software firm to provide a progressive Police Records Management System (RMS) for the Police Department. The RMS shall allow for an integrated system for excellent case report management; follow-up investigations; document file management; accurate crime mapping, reporting, and statistics; property and evidence collection and management; compliance with State and Federal mandates; accountability and transparency; and adherence to current and future Criminal Justice Information Services (CJIS) Policies to ensure the safety and security of sensitive law enforcement data.

1.2 Incorporated in 1889, the City of Pacific Grove is a Charter City with a population of 15,545 residents. The City shares borders with the Monterey Bay, Del Monte Forest, the City of Monterey and the Pacific Ocean. We are known for our small-town hospitality and friendliness in a place we simply call "P.G."

1.3 The Pacific Grove Police Department (PGPD) has 33 budgeted full-time positions, with 22 sworn officers (including the Chief) and 11 professional staff. The Department's motto is "Our Community, Your Police" with Values of: Excellence, Community, Respect, Professionalism and Integrity.

1.4 The Department contracts out to Monterey County for Dispatch Services, with in-house units made-up of Patrol, Investigations, School Resource Officer, Police Records, Animal Control, Parking Services, Community Service, and Property & Evidence.

1.5 Police Staff respond to roughly 20,000 calls for service a year. For more statistics, view the 2019 Annual Report at: <https://www.cityofpacificgrove.org/sites/default/files/general-documents/police/2019annualreportfinal02.pdf>.

2. BACKGROUND

2.1 PGPD currently utilizes a local software program that shares pertinent data across most local law enforcement agencies in Monterey County, including (but not limited to) the Monterey County Sheriff's Office, Carmel Police Department, Monterey Police Department, Seaside Police Department and Marina Police Department.

2.2 The City of Pacific Grove's network consists of (25) personal desktop computers, (8) mobile data computers, a City-wide Ethernet LAN/WAN network, a City maintained WiFi network, mobile data computers in vehicles, multiple server platforms, including a VMW virtual server, cloud servers, and physical servers. The current RMS is stored locally with an IBM server for database components and a Windows server for record attachments (ex. pdfs, images, Word documents). The IBM server is currently backed up to a cartridge.

The City of Pacific Grove will consider a RMS that resides either on physical servers (with full redundancy capability as part of the design), on virtual servers, in a Government (non-public) CJIS compliant cloud based solution or a hybrid mixture of the above. Redundancy and proven reliability is a requirement for the considered operating environments. All State and Federal compliance (CJIS) and governance policies will be adhered to as part of the design, implementation and ongoing management.

2.3 PGPD utilizes LEAWeb for access to CLETS/NCIC and other DOJ databases for inquiries, entries, updates and removals.

2.4 All Monterey County law enforcement agencies (cities and County), with the exception of the City of Salinas and Del Rey Oaks, utilize the same Records Management System. Currently, each law enforcement agency is able to see basic information for contacts across jurisdictions. Full report requests must still be formally requested through Police Records.

*****Note, this Request for Proposal may be used by other local law enforcement agencies to "piggyback" on this procurement.*****

2.5 PGPD utilizes Monterey County Communications for all Dispatch and 9-1-1 services. Monterey County utilizes TriTech for CAD. However, a feasibility study is in-progress to determine and consider in-house (non-9-1-1) Dispatch services by PGPD professional staff. Dependent on the outcome, the selected firm may also be utilized for CAD.

2.6 Below indicates the intended schedule of events by date. Every effort will be made by the City of Pacific Grove to follow this schedule. Deviations to the schedule will be sent to firms who submitted proposals, interest email and posted on the City website.

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3. OBJECTIVES AND SCOPE OF WORK

3.1 The objective of this Request for Proposals (RFP) is to identify a preferred public safety software vendor for the Pacific Grove Police Department's Records Management System, to:

- Provide a safe and secure environment for the community members of Pacific Grove along with the staff who serve the community.
- Operate within the laws, standards and guidelines set forth for Public Safety organizations.
- Continue to preserve the rights of individuals as set forth in the US Constitution.
- Provide accountability and meet all regulatory State and National reporting requirements.
- Maintain a Public Safety organization adhering to the standards set forth by current and future Criminal Justice Information Services (CJIS) Policies.

3.2 The selected vendor will provide a Police Records Management System to make personnel more effective in advancing public safety. The technologies employed for specific purposes (special attention to Section 4 of this Request for Proposal and Appendix B) must be measurable and achievable. Contractor will work closely and report directly to the Police Administrative Services Manager. Other key personnel include the Police Records Supervisor and City Information Technology Manager.

4. PROPOSAL RESPONSE CONTENT AND FORMAT SUBMISSION REQUIREMENTS

4.1 This section is intended to provide a summary for the qualified firm as to the content of the Proposal response to this RFP. The Proposal should be complete, specific and provide sufficient details to allow comparative analysis. All information requested is considered key content and should be included as part of the qualified firm's submitted Proposal.

4.2 The Proposal shall be in accordance with the requirements as listed below and in the same order as below:

- Title Page

As shown in Appendix A.

- Proposal Cover Letter

- Table of Contents

- Experience and Qualifications

For this section qualified firms should, as a minimum, submit the following information with their response to this RFP.

- A brief outline of the qualified firm's understanding of the project;
- A brief history of the company, resources, and capabilities;
- Indicate key personnel that you will agree to commit to the City of Pacific Grove project, if awarded the contract, including name and qualifications of the proposed staff;
- Identify any subcontractors used in the performance of the work;
- Identify date company established and date software first published;
- Identify any previous company names (if sold); and,
- Identify any active lawsuits with municipalities and/or law enforcement agencies.

- Proposed Application Software, Installation and Implementation

For this section qualified firms should, as a minimum, submit the following information with their response to this RFP.

- Qualified firms must provide a detailed list of proposed hardware, operating system, network environment and minimum City computer standards required;
- Overview of the software components required in order to meet the specifications within the RFP. This includes server and client applications, along with applicable hardware necessary to meet functionality;

- Response to the defined minimum set of features and functionalities included in Appendix B. The firm shall mark each item with an appropriate notation or comment. Additional narrative may be included in the RFP response; and
 - Qualified firms should provide a clear detailed description of services to be provided. The detailed description should include step-by-step, full implementation, including milestone dates.
- Data Migration
For this section qualified firms should address and provide a data migration plan from the existing PGPD Records Management System (TracNet) to the new proposed system, inclusive of Property and Evidence Management.
- Information Sharing
For this section qualified firms should discuss the ability to share information with outside agencies and jurisdictions who utilize the same software program.
 - Provide search ability by name for contacts across jurisdictions.
 - Provide search ability by property name for items taken into custody across all jurisdictions.
 - Any additional information sharing capabilities provided by the firm.
- Training
For this section qualified firms should, at a minimum, submit the following information with their response to this RFP.
 - Provide proposed training plan, at a minimum including: all four patrol shifts, investigations, police records, property and evidence, community service officers, patrol supervisors, police records supervisor, City information technology, and police executive management; and
 - The number of hours of training you will be providing City staff; and
 - Library of previously recorded training videos, FAQs and user manuals.
- Client Support
For this section qualified firms should, at a minimum, submit the following information with their response to this RFP.
 - Describe the desk support offerings available, both general assistance and emergency assistance (24/7);
 - The speed and accessibility of technical support.
 - User group meetings or other online client programs available.

- Preventative Maintenance and Software Updates and Releases
 - Describe in detail the process for preventative maintenance, software updates/releases and upkeep ever-changing of state and federal regulations and compliance standards.
 - Maintenance terms for the first year, and subsequent annual agreements.

- System Security

Qualified firms shall provide documentation referencing how the proposed solution adheres to, or exceeds, state and federal security standards, including Criminal Justice Information Services (CJIS) Policies.

- Price Schedule
 - Qualified firms shall provide a quote that includes all provisions including, but not limited to all software and applications, software license fees, equipment, hardware; and all aspects of the system design, implementation, data migration, installation, training, and maintenance for: (1) Police Records Management System as described in this RFP.
 - Qualified firms shall also include annual, recurring costs including maintenance, support, storage fees (if applicable), licenses, software updates and any other third-party fees required (if applicable).
 - Qualified firms shall also include any other software modules provided by the company and additional associated costs (if applicable) not included in the proposed Police Records Management System. Additional optional modules may include: CAD, Jail Facilities, Permits/Licensing and others.

- References
 - Provide a list of current or past clients including clients similar to the City, to which your company has supplied Police Records Management systems, preferably municipal government or law enforcement, within the last five (5) years. Please include a contact name and telephone number.
 - The City reserves the right to utilize these names for reference checks.

- Additional Information
 - Qualified firms are encouraged to provide any additional information they deem relevant to the submitted proposal.

5. PROPOSAL EVALUATIONS AND SELECTION

5.1 The City will review all Proposals for compliance with the mandatory criteria identified. Proposals not meeting the mandatory criteria will be rejected without further consideration. Proposals that do meet the mandatory criteria will then be assessed and evaluated against the evaluation criteria identified in this section.

5.2 The City may not necessarily accept the lowest price of any Proposal and may, in its sole discretion, accept any Proposal and may waive any minor informality or irregularity in Proposals received.

5.3 The intent is to enter into a Contract with the qualified firm with the highest scoring Proposal. Notwithstanding the foregoing, the City reserves the right to award the Contract to the qualified firm other than the one with the most points, if, in the City's opinion, another Proposal offers the best value for the products and/or services requested, taking into consideration the evaluation criteria of the RFP.

5.4 The City reserves the right to request clarification of the Proposals without becoming obligated to offer the same opportunity to any other qualified firms. The evaluation team may consider such clarifications in evaluating Proposal. A request for clarification will not entitle a qualified firm to revise, resubmit, alter or amend its Proposal.

5.5 For the purposes of Proposal evaluation, the evaluation team may take into account any or all of the information received from qualified firms under or pursuant to the RFP Documents, the City's knowledge of, and past experience.

Proposals will be evaluated based on:

- Experience of Company and Team
- Understanding of Project
- Implementation and Timeline
- Preventative Maintenance
- Proposed System that is best able to achieve the expectations of the City.
- Price Schedule

5.6 After an initial review and evaluation of all the Proposals, the City may, at its option, conduct interviews with one or more highest ranking qualified firm(s). This will provide the City an opportunity to meet the qualified firm and ask questions regarding the contents of their Proposal and will score the interviews accordingly. Alternatively, if in its sole discretion, the City determines there is a clear

leading qualified firm, the City retains the right to bypass the interview process and proceed directly to award.

5.7 Any award of a Contract will be subject to satisfactory references checks in the sole opinion of the City. The City will not enter into any Contract with a qualified firm whose references are found to be unsatisfactory.

5.8 The successful and unsuccessful qualified firms will be advised directly by the City.

6. GENERAL CONDITIONS

6.1 The City reserves the right to reject any and all proposals, to waive any informality, to request interviews of Contractor(s) prior to award and to select and negotiate the Contract services in the best interest of the City.

6.2 The Contractor shall guarantee to perform the services offered and the total price of the proposal for a period of not less than 60 days from the deadline for submission of proposals.

6.3 The City reserves the right to accept all or part of any proposal, and to negotiate a contract for services and cost with the selected Contractor.

6.4 The Contractor shall provide all necessary personnel, materials and equipment to perform and complete all work under this proposal.

6.5 The City intends to recommend award of a contract to the City Council for the requested services within two (2) months of receipt of the proposals. The Contractor shall be prepared to commence work immediately upon execution of a contract with the City.

6.6 Unless otherwise stated, invoices are to be submitted to the Pacific Grove Police Department upon delivery of service to the City. The invoice must include an itemization of all services provided, including unit list price, net price, extensions total amount(s) due, and amounts previously paid. Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City and receipt of invoice, whichever is later.

6.7 Unless otherwise specified all costs listed are firm for the term of the contract.

6.8 Neither party shall be liable for any inability to perform its obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other similar act.

6.9 Notification of the parties shall be considered to have been constructively received when it is mailed or delivered in hand to the parties as stated in the contract.

6.10 Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Proposers shall also mean vendors, proposers, bidders, or any person or firm responding to a Request for Information.

6.11 All contracts entered into by the City of Pacific Grove shall be governed by the Laws of the State of California. Any disputes shall be resolved within the venue of the State of California.

6.12 All technical inquiries and clarifications related to this Request for Proposal are to be directed, in writing, to Jocelyn Francis, Police Administrative Services Manager at jfrancis@cityofpacificgrove.org.

6.13 By submitting a Proposal, the qualified firm warrants that neither it nor any of its officers, directors, employees or subcontractors, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen or perceived (in the City's sole and unfettered discretion) to create a conflict of interest.

6.14 This RFP and any Contract entered into between the qualified firm and the City will be governed by and be in accordance with the laws of the State of California.

6.15 The City is not bound to accept any Proposal and reserves the right in its sole and absolute discretion to postpone or cancel this RFP at any time for any reason. Further and without limiting the foregoing, the City will not be bound to accept the lowest priced Proposal and reserves the right to accept or reject any Proposal in whole or in part, to discuss with any qualified firm different or additional items and terms to those described in this RFP or received in any Proposal, or to amend or modify any term of this RFP. The City in its sole discretion may invalidate and cancel this RFP entirely. The City may issue a new RFP or take other actions, as appropriate, if considered in the best interests of the City.

6.16 The RFP Documents are not intended to constitute, or be interpreted, as, a call for tenders, and the submission of a Proposal is not intended to create any contractual or other legal obligations or duties whatsoever owed to any qualified firm by the City, including any obligation or duty to accept or reject a Proposal, to enter into negotiations or decline to enter into or continue negotiations, or to award or not award a Contract. Without restricting the generality of the foregoing, no contractual relations shall exist between the City and any qualified firm until the execution of a Contract with that qualified firm.

6.17 All Proposals, including attachments and any documentation, submitted to and accepted by the City in response to this RFP become the property of the City and are subject to the disclosure provisions of the California Public Records Act.

7. CITY OF PACIFIC GROVE DISCRETION & NON-LIABILITY

7.1 It should be noted that all the material, exhibits, and data presented in this request for proposal and supplemental information is general in nature and shall not be deemed as representations or inducements to which the City is bound. Proposers are advised to conduct independent evaluations of all factual, financial, and legal matters upon which their proposal is based.

7.2 The firm shall protect indemnify and save harmless the City, the City's officers, officials, and employees and agents against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify and save harmless the City's and its officers, officials, employees and agents from any claims, demands, suits, actions or proceedings of any kind or nature, including Workers Compensation claims, of or by anyone whomsoever, arising out of or as a result of any negligent, tortuous or deliberate act, error or omission on the part of the contractor or other whose services are engaged by the contractor or anyone employed or controlled by either of them in the performance of the work provided for in this contract.

APPENDIX A – PROPOSAL TITLE SHEET

Request for Proposal No. 2020-10-PD

**City of Pacific Grove
Police Records Management System**

Closing Date & Time: No later than 2:00 PM on Tuesday, January 19, 2021.

Today's Date: _____

I/We _____, the undersigned, do hereby propose to furnish the City of Pacific Grove, California, a Police Records Management System Proposal, in accordance with all the terms and specifications contained herein:

- Attach one (1) copy of your proposal package, as detailed in Section 4 of the RFP.

Name of Firm:			
Legal Name:			
Street Address:			
Phone Number:		E-Mail:	
Contact Name:		Title:	
Signature:		Date:	

APPENDIX B - SYSTEM CAPABILITIES

Description	System Complies (Yes/No)	Firm Comments
Software Modules		
Incident/Case Reports		
Arrest Reports		
Traffic Collision Reports		
DUI Arrest Reports		
Information Reports: Lost & Found Property, Beat Information		
Citations (Traffic, Notice to Appears)		
Field Interviews		
Registrants/Known Offenders		
Warrants		
Property & Evidence (Associated with Case)		
Generic Person/ Location Entries (Not Associated with Other Records)		
Generic Property Entries (Not Associated with Other Records)		
Licenses/Permits (Optional)		
Department-Issued Equipment Asset Inventory & Tracking (Optional)		
Booking & Temporary Holding Facility Records (Optional)		

Computer Aided Dispatch (Optional)		
Reporting and Statistics (see details below)		
Reporting Capabilities		
General Crime Statistical Reporting from Database Fields		
UCR/NIBRS/CIBRS Reporting (Exporting Capabilities)		
SWITRS Reporting		
Crime Mapping		
Employee Performance Reporting/Workload		
Media/Arrest Log Reports		
Briefing Reports for Patrol		
Racial and Identity Profiling Act (RIPA) Reporting		
Use of Force and Law Enforcement Killed or Assaulted (LEOKA) Reporting		
Anti-Reproductive Rights Crimes (ARRC) Reporting		
Reporting on Arson, Domestic Violence, Crimes Against Senior Citizens, and Hate Crimes		
Monthly Arrest and Citation Register (MACR) Reporting		
Property & Evidence Management		
Fully Integrated with Incident		

Records		
Captures Property Type: Evidence, Safekeeping, Stolen, Lost, Found, Damaged, Recovered, Destruction		
Property Categories: Cash, Jewelry, Firearms, Narcotics, Electronics, Clothing, Misc.		
Elements: Case Number, Booking Officer, Type, Classification, Category, Article, Brand, Model, Color, Size, Caliber, Weight, Quantity, Value, Serial Number, Condition, Unique Markings, CLETS Entry Verification Fields, Link to Owner, Free Form Comments		
Chain of Custody: Booking Officer, Evidence Technician, Location of Stored Evidence, Status, Disposition, Free Form Comments		
Bar Coding Technology, Printer with Labels		
Bulk Item Movements		
Ability for Mobile Property Movements (work completed in storage areas vs. desktop)		
Property Management Reporting: Inventories, Booked In/Out, by Type, Location		
Forms: Chain of Custody Forms, Return to Owner, Auto-generated Property Release notification letter		

Attachments: Photographs, Forms (PDFs)		
Planned Disposition Date Notification		
Interface Capabilities		
Axon Evidence.com		
CalPhoto		
Command Central/ Crime Reports (Motorola)		
Coplink		
Guardian Tracking		
I-Subpoena (District Attorney's Office)		
I-Worq (Permitting)		
Justice Partners (California Courts System)		
Karpel (Monterey County District Attorney)		
PropertyRoom.com		
TurboData (Parking & Administrative Citations)		
TLOxp		
TriTech (CAD) - through the County of Monterey		
Incident Reporting Module		
Incident: Violation(s), Title, BCS Code, Incident Date/Time, Reported Date/Time, Location, Primary/Additional Officers, Supervisor, CIBRS Entries		

Reporting Party, Victim, Suspect, Witness, Other Alpha: Physical Identifiers, Contact, ID Number, Involvement <ul style="list-style-type: none"> ● Auto-Search Potential Matches & Auto-Fill ● Photo Attachments ● Free Form Field 		
Narratives & Supplemental		
Vehicle(s): Registered Owner, Driver, License No, State, VIN, Year, Make, Model, Style, Color(s) <ul style="list-style-type: none"> ● Auto-Search Potential Matches & Auto-Fill ● Photo Attachments ● Free Form Field 		
Property (Reference Property & Evidence Section)		
Case Management: Status, Disposition, Assigned To/Date, Case Copies To		
Notes: Case Notes, Notes to Employees, Management Notes		
Attachments: PDFs		
Printing Options		
Ability to Link with Related Incident and Arrest Reports		
Traffic Collision Module		
Incident: Collision Type, Property Type, Injury/Damage, Special Conditions, Incident Date/Time, Location, Primary/Additional Officers,		

Supervisor		
CHP 555 Required Fields for Parties, Coding, Injuries, Property		
Property (Reference Property & Evidence Section		
Case Management: Status, Disposition, Assigned To/Date, Case Copies To		
Notes: Case Notes, Notes to Employees, Management Notes		
SWITRS Reporting Capabilities		
Attachments: PDFs		
Arrest Reports		
General Arrestee: Identifiers, Occupation, Residence, Mailing Address, Juvenile/Adult Status		
DUI Arrest Addition: Field Sobriety Tests, Subsequent Alcohol Blood Content		
Charges, Warrants,		
Attachments: PDFs Forms; Photographs		
Person Inquiries & Searches		
Name(s), AKAs, Dates of Birth		
Personal Identifying Information (ex. Height/Weight, Eye/Hair Color, Race, Sex, Tattoos)		
ID Numbers, Driver's License		

Address, Locations, Phone Numbers		
Known Associates		
Vehicle Inquiries & Searches		
Year, Make, Model		
Type (ex. SUV), Color(s)		
License Number, VIN, State		
Registered Owner, Driver		
General Property Inquiries & Searches		
By Type (ex. Bicycle, Firearm)		
Make, Model		
Serial Number, Unique ID Number		
Color, Identifying Information		
Incident Inquiries & Searches		
Date, Day of Week, Time of Day		
By Address, Location, Neighborhood		
Violation, Type		
Access Management		
User Login Management: Access Levels for Officers, Detectives, Supervisors, Managers, Property & Evidence, Records, Records		

Supervisor, Administrator		
Access: Ability to Limit Access for Highly Sensitive Reports		
Access: Ability to Limit Access for Property Movements		
Audits: Ability to Run Audits on Employees and File Access (Right to Know, Need to Know)		
Capability for E-Mail/ Software Notifications for Notes/Comments & Report Status Updates		
Workflow Quality Control Process: Officer > Supervisor > Records > Management > Investigations > District Attorney's Office		

APPENDIX C – CITY FORM CONTRACT

CITY OF PACIFIC GROVE AGREEMENT
FOR POLICE RECORDS MANAGEMENT SYSTEM

This Professional Services Agreement (“Agreement”) is made by and between the City of Pacific Grove, a political subdivision of the State of California (hereinafter “City”) and _____, (hereinafter “CONTRACTOR”).

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

1. **SERVICES TO BE PROVIDED.** The City hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:

_____.

2. **PAYMENTS BY CITY.** City shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by City to CONTRACTOR under this Agreement shall not exceed the sum of \$ _____.¹

3. **TERM OF AGREEMENT.** The term of this Agreement is from _____ to _____ unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and City and with City signing last, and CONTRACTOR may not commence work before City signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: [scope of services/payment provisions, etc.]

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the City, or immediate family of an employee of the City.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to City. If not otherwise specified, the CONTRACTOR may submit such invoice monthly or at the completion of each phase of the project, as provided on page 16 of the proposal, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the City may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the City approves in conformity with this Agreement, and shall promptly submit such invoice to the City Auditor-Controller for payment. The City Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel.

7. TERMINATION.

7.01. During the term of this Agreement, the City may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The City may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If City terminates this Agreement for good cause, the City may be relieved of the payment of any consideration to CONTRACTOR, and the City may proceed with the work in any manner which City deems proper. The cost to the City shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01. As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the City. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

8.02. Architects, Engineers Per Civil Code 2782.8 Where the services to be provided by CONTRACTOR under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, CONTRACTOR agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that

actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of CONTRACTOR and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then CONTRACTOR's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the CONTRACTOR's proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend and hold harmless the City, its officers officials, employees and volunteers for an against any claim, demands, losses, liability of any kind or nature arising out of or in connection with the CONTRACTOR's performance or failure to perform under the terms of this contract, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

Exemption/Modification (Justification attached; subject to approval).

9. INSURANCE.

9.01. Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, no less broad than Insurance Services Office (ISO) CG 00 01, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products/Completed Operations, with minimum limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If CONTRACTOR maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this Agreement shall be continued for three (3) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

Exemption/Modification (Justification attached; subject to approval).

9.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the City and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

CONTRACTOR shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, CONTRACTOR shall forthwith obtain and submit proof of substitute insurance. Should CONTRACTOR fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at CONTRACTOR’s sole cost and expense.

Commercial general liability and automobile liability policies shall provide an endorsement naming the City of Pacific Grove, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR’S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the City and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR’S insurance. The required endorsement form for Commercial General Liability Additional Insured is **ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000)**. The required endorsement form for Automobile Additional Insured endorsement is **ISO Form CA 20 48 02 99**.

The general liability policy shall cover inter-insured suits and include a “separation of Insureds” or “severability” clause which treats each insured separately.

CONTRACTOR shall provide to City an endorsement that the insurer waives the right of subrogation against the City, its officers, officials, employees, agents and volunteers.

Prior to the execution of this Agreement by the City, CONTRACTOR shall file certificates of insurance with the City’s contract administrator and City’s Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any

insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by City, annual certificates to City's Contract Administrator and City's Contracts/Purchasing Division. If the certificate is not received by the expiration date, City shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement which entitles City, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the City or prepared in connection with the performance of this Agreement, unless City specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to City any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. City Records. When this Agreement expires or terminates, CONTRACTOR shall return to City any City records which CONTRACTOR used or received from City to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and City rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The City shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the City or as part of any audit of the City, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. City shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the

course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of City.

11. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR’s employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the City pursuant to a contract with the state or federal government in which the City is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, City will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the City. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers’ compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR’s performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold City harmless from any and all liability which City may incur because of CONTRACTOR’s failure to pay such taxes.

14. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the City’s and CONTRACTOR’S contract administrators at the addresses listed below:

FOR CITY:	FOR CONTRACTOR:
Name and Title 300 Forest Avenue Pacific Grove, CA 93950	Name and Title
Address	Address

(831) 648-

Phone

Phone

15. MISCELLANEOUS PROVISIONS.

15.01. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the City and the CONTRACTOR.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the City and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute. Contractor and the CITY hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

15.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the City. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the City. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the City and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both City and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. The City and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of the City or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits any documents incorporated by reference, represent the entire Agreement between the City and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the City and the CONTRACTOR as of the effective date of this Agreement, which is the date that the City signs the Agreement.

15.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

15.18. Severability. If any of the provisions contained in the Contract are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Contract for any cause. If a part of this Contract is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Contract is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

This space is left blank, intentionally.

IN WITNESS WHEREOF, City and CONTRACTOR have executed this Agreement as of the day and year written below.

CITY OF PACIFIC GROVE

CONTRACTOR

By: _____
City Manager

Contractor's Business Name*

Date: _____

By: _____
(Signature of Chair, President, or Vice-President)*

By: _____
Department Head

Name and Title

Date: _____

Date: _____

Approved as to Form

By: _____
(Signature of Secretary, CFO, or Asst. Treasurer)*

By: _____
City Attorney

Name and Title

Date: _____

Date: _____

Approved as to Fiscal Provisions¹

By: _____
Finance

Date: _____

Approved as to Liability Provisions²

By: _____
Risk Management

Date: _____

City Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

1 Approval by Finance necessary only if financial questions or issues raised in Council approval of agreement.

2 Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.