

City of Santee

Finance Department



REQUEST FOR PROPOSALS (RFP)
FOR
**ASSESSMENT ENGINEERING AND COMMUNITY
FACILITIES DISTRICT ADMINISTRATION SERVICES**

RFP NUMBER: 20/21-40019
DUE: 5:00 PM – MARCH 9, 2020
PUBLIC BID OPENING: NO

10601 Magnolia Avenue
Santee, CA 92071
(619) 258-4100 ext. 212



TABLE OF CONTENTS

1.0 INTRODUCTION, RFP ADMINISTRATION AND TIMELINE.....1

2.0 BACKGROUND 1

 2.1 Description of Government..... 1

 2.2 Santee Town Center Landscape Maintenance District 2

 2.3 Santee Roadway Lighting District..... 2

 2.4 Fire Special Tax 2

 2.5 Santee Landscape Maintenance District 2

 2.6 Community Facilities Assessment District No. 2015-1 (Municipal Maintenance Services)3

 2.7 Community Facilities Assessment District No. 2017-1 (Weston Infrastructure)3

 2.8 Community Facilities Assessment District No. 2017-2 (Weston Municipal Services).....3

3.0 SCOPE OF SERVICES 3

 3.1 General Tasks..... 3

 3.2 Community Facilities District Administration Specific Tasks..... 4

 3.3 Timeline Requirements..... 5

4.0 PROPOSAL FORMAT AND CONTENT..... 5

 4.1 Transmittal Letter/Executive Summary 5

 4.2 Technical Information 5

 4.2.1 Firm Qualifications and Experience..... 5

 4.2.2 Staff Qualifications and Experience 6

 4.2.3 Similar Contracts with other Government Entities 6

 4.2.4 Licensing and Professional Certifications..... 6

 4.2.5 Specific Project Approach..... 6

 4.3 Proposed Costs..... 6

 4.3.1 Optional Costs 7

 4.3.2 Rates for Additional Professional Services..... 7

 4.3.3 Manner of Payment..... 7

5.0 SUBMITTAL REQUIREMENTS 8

 5.1 Technical Proposal..... 8

 5.2 Cost Proposal..... 8

6.0 EVALUATION AND SELECTION PROCESS 8

7.0 EVALUATION CRITERIA..... 9

8.0 GENERAL CONDITIONS 9

 8.1 Public Records 9

 8.2 Right to Cancel..... 9

 8.3 Additional Information..... 9

 8.4 Addenda 10

 8.5 Insurance Requirements 10

 8.6 Santee Business License 10

 8.7 Conflict of Interest..... 10

 8.8 Equal Opportunity... 10

- EXHIBIT 'A'** – Santee Town Center LMD Maps
- EXHIBIT 'B'** – Santee Roadway Lighting District Maps
- EXHIBIT 'C'** – Santee LMD Maps
- EXHIBIT 'D'** – CFD No. 2015-1 (Municipal Maintenance District) Map
- EXHIBIT 'E'** – CFD No. 2017-1 (Weston Infrastructure) Map
- EXHIBIT 'F'** – CFD No. 2017-2 (Weston Municipal Services) Map
- EXHIBIT 'G'** – Sample Agreement

1. INTRODUCTION, RFP ADMINISTRATION AND TIMELINE

1.1 Introduction

The City of Santee, hereinafter referred to as “City,” is inviting proposals from firms qualified to perform Assessment Engineering and CFD Administration Services, for the City’s Santee Town Center Landscape Maintenance District, Santee Roadway Lighting District, Fire Special Tax, Santee Landscape Maintenance District, Community Facilities District No. 2015-1 (Municipal Maintenance Services), Community Facilities District No. 2017-1 (Weston Infrastructure), and Community Facilities District No. 2017-2 (Weston Municipal Services). The selected firm must be sufficiently familiar with laws and regulations related to the collection of property related fees and the format required for submittal of tax roll data to the County of San Diego Auditor and Controller’s Office, herein referred to as “County Auditor and Controller’s Office”.

The selected firm will perform the services under the general direction of the Director of Finance for the City of Santee. It is anticipated that the term of the agreement shall be for three (3) consecutive years from the date of execution of the Agreement with options to extend the Contract for up to two (2) additional 12-month terms.

1.2 RFP Administration and Timeline

All questions concerning this RFP must be submitted in writing and received by 12:00 noon on March 2, 2020 at the address below.

Jan Sherar, Procurement Specialist
Finance Department
10601 Magnolia Avenue
Santee, CA 92071

(619) 258-4100 ext. 212
Email: jsherar@cityofsanteca.gov

Information relative to this RFP obtained from other sources may not be accurate and will not be considered binding. Contact regarding this RFP with City personnel other than the staff person listed above may be grounds for elimination from the selection process.

Time is of the essence for this solicitation as indicated by the following schedule:

1.	Request for Proposals released:	February 18, 2020
2.	Questions due to City for consideration:	March 2, 2020 by 12:00 p.m.
3.	PROPOSALS DUE:	March 9, 2020 5:00 p.m.
4.	City staff review of proposals:	Beginning March 10, 2020
5.	Interview of top firms (City’s option):	Week of March 16, 2020
6.	Anticipated award of contract:	March 26, 2020

2. BACKGROUND

2.1 Description of Government

The City of Santee, incorporated in 1980, is located eighteen (18) miles east of downtown San Diego, and encompasses approximately 17 square miles with over 58,100 residents.

The City of Santee is a Charter city, which operates under the Council-Manager form of government. The City is responsible for providing a range of municipal services that include fire and life safety services, street maintenance, traffic circulation, planning and community development, park and landscape maintenance, code enforcement and recreation programs. Contracted services include law enforcement, city attorney, building inspection and animal control. Water and sewer service is provided by Padre Dam Municipal Water District and trash collection services are provided through a franchise agreement with Waste Management.

The City's total operating budget for fiscal year 2019-20 is \$49.7 million, and the capital budget totals \$27.0 million. The General Fund operating budget of \$45.1 million supports the main operations of the City including public safety, public works, recreation and community services and general administration.

2.2 **Santee Town Center Landscape Maintenance District**

Santee Town Center Landscape Maintenance District was originally formed in 1987. It now comprises eight (8) distinct zones, four (4) of which are assessed: Zone A – Town Center Parkway; Zone B – The Lakes; Zone C – San Remo; and Zone D – the mixed-use project known as Mission Creek. All four zones are assessed at the maximum amount allowed. The remaining four (4) zones have been annexed to the District but have no assessment because they are responsible for their own maintenance. Landscape, fountain and lighting maintenance work in the Town Center LMD is performed by contracted services and reimbursed to the City by an annual assessment levied on property owners within the District. See attached [Exhibit 'A' – Santee Town Center LMD Maps](#)

Number of parcels assessed, 2019-20	586
Total assessment	\$321,773

2.3 **Santee Roadway Lighting District**

The Santee Roadway Lighting District was formed in 1983 and has two (2) zones, each with separate funding sources. Zone A is contiguous with the City's boundaries; i.e. all properties in the City are also within Zone A. Zone A is currently funded solely from a share of the ad valorem property tax. Zone A contains lights of "general benefit" generally located on Circulation Element streets. Zone B comprises numerous areas throughout the City, and contains all other lights defined as having "special (local) benefit". Zone B is funded by an assessment in the amount of \$14.06 per household/benefit unit. There are 3,334 street lights within City limits on residential, commercial and industrial streets. Out of the 3,334 streetlights, the City maintains 2,162 and pays San Diego Gas & Electric (SDG&E) to maintain the remaining 1,172. See attached [Exhibit 'B' – Santee Roadway Lighting District Map](#)

Number of parcels assessed, 2019-20	15,188
Total assessment	\$343,098

2.4 **Fire Special Tax**

Each year the City levies a Fire Special Tax of \$4.10 per benefit unit which equates to an annual charge of \$41.00 per dwelling unit. Commercial, industrial and institutional properties are assessed a maximum annual charge of \$492.00 per building. Unimproved property is assessed at \$8.20 per acre or portion of acre up to a maximum of \$82.00 per parcel. The Fire Special Tax was first established in 1980 and reached the maximum (current) levy of \$4.10 per dwelling unit in 1993. All commercial, industrial and institutional properties reached their maximum (current) levy in 2018.

Number of parcels assessed, 2019-20	16,236
Total assessment	\$1,103.114

2.5 **Santee Landscape Maintenance District**

The Santee Landscape Maintenance District is a City-wide district and is comprised of 18 zones. Ten of these zones – Zones 1,3,4,8,9,12,13,14,17, and 18 are assessed and maintained by a combination of contract maintenance and City forces. Seven of the zones are assessed at the maximum amount allowed. Zone 1, El Nopal Estates recently went through a successful

assessment ballot proceeding to increase its base assessment and allow for a CPI increase each year. Remaining zones 5, 6, 7, 10, 11, 15, 16 and 19 have been annexed to the District but have no assessment because they are responsible for their own maintenance. See attached [Exhibit 'C' – Santee LMD Maps](#). Please note, the City currently prepares the annual Engineer's Report in-house for the Santee LMD

Number of parcels assessed, 2019-20	401
Total assessment	\$114,199

2.6 **Community Facilities District No. 2015-1 (Municipal Maintenance Services)**

CFD No. 2015-1 was formed November 18, 2015 to provide a funding mechanism to meet storm water facility maintenance requirements for the 10 residential unit El Nopal Estates II subdivision. See attached [Exhibit 'D' – CFD No. 2015-1 \(Municipal Maintenance Services\) Map](#)

Number of parcels assessed, 2019-20	10
Total assessment	\$1,620

2.7 **Community Facilities District No. 2017-1 (Weston Infrastructure)**

CFD No. 2017-1 was formed on September 27, 2017. The CFD was established to provide a funding mechanism for various public improvements in connection with the 415 residential unit Weston development. See attached [Exhibit 'E' – CFD No. 2017-1 Map](#).

Number of parcels assessed, 2019-20	337
Total assessment	\$552,611

2.8 **Community Facilities District No. 2017-2 (Weston Municipal Services)**

CFD No. 2017-2 was formed September 27, 2017. The area of this CFD is the same as CFD No. 2017-1. This CFD was established to provide a funding mechanism to meet the incremental cost of public services necessitated as a result of the Weston development project. See attached [Exhibit 'F' – CFD No. 2017-2 Map](#).

Number of parcels assessed, 2019-20	301
Total assessment	\$87,880

3.0 **SCOPE OF SERVICES**

The City of Santee is seeking a fully qualified firm to provide Assessment Engineering and Community Facilities District Administration Services for the Santee Town Center Landscape Maintenance District, Santee Roadway Lighting District, Fire Special Tax, Santee Landscape Maintenance District, Community Facilities District No. 2015-1 (Municipal Maintenance Services), Community Facilities District No. 2017-1 (Weston Infrastructure), and Community Facilities District No. 2017-2 (Weston Municipal Services).

3.1 **General Tasks**

- a) Attend annual on-site kick-off meeting with City staff.
- b) Keep City staff informed of any new or changes to existing laws affecting the districts subject to the contract.
- c) Review and provide input on the preliminary budgets prepared by City staff.
- d) Perform field inspections when necessary.
- e) Provide recommendations to City staff regarding the administration of the districts subject to the contract.

- f) Attend City Council meetings as required including at least one (1) Public Hearing annually.
- g) Prepare and submit an Assessment Roll and Special Tax Levy in the format required by the County Auditor and Controller's Office, on or before August 1st for each assessment district, community facilities district, and special tax.
- h) Research any assessments rejected by the County Auditor & Controller and resubmit for collection on the County Tax Roll. Identified corrections shall also be submitted on an as-needed basis in consultation with City staff.
- i) Provide an electronic format file for use by the City in archiving a record of the parcels and amount levied. Information shall be easily accessible with standard personal computers and/or in a network environment. All data shall be capable of being exported to a standard file format, i.e. MS Excel.
- j) Prepare hand-bills for assessments not successfully added to the assessment roll.
- k) Assist City staff as needed with issues pertaining to district boundary maps and related information.
- l) Obtain new fiscal year parcel database with land use designations from County of San Diego Assessor's office. Compare said information with current parcel database and research any changes in the database that have occurred during the year, based upon information available from the City and any other available sources, and update database as required. In conjunction with City staff, research properties in the field as necessary to update and assign proper land uses or to resolve discrepancies of complaints.
- m) Provide draft and final Engineer's Reports in electronic format for the Town Center Landscape Maintenance District and the Santee Roadway Lighting District.
- n) Incorporate any new Santee Roadway Lighting District Zone B parcels into the database for assessment purposes, as appropriate.

3.2 **Community Facilities District Administration Specific Tasks**

- a) Apply the Rate and Method of Apportionment to determine the appropriate special tax classification for each parcel.
- b) Research the records of the San Diego County Tax Collector for payment information to determine which parcels are delinquent after the December 10 and April 10 property tax installment due dates. Provide a minimum of two delinquency reports per year.
- c) Prepare and mail notifications to delinquent property owners (on City letterhead) at the times and in the format determined by the City. Respond to public requests regarding delinquent notices.
- d) At the City's request, prepare and provide correspondence to the County for removal of delinquent special taxes from the tax rolls in the event these amounts are paid directly to the CFD in accordance with the County's removal procedure.
- e) At City's request, assist with foreclosure coordination.
- f) Upon request, provide estimated and final calculation of the amount needed to prepay the special tax pursuant to the prepayment formula as set forth in the applicable Rate and Method of Apportionment. Please note, Special Tax prepayment calculation services will be performed upon request by property owners, and fees will be charged separately and collected by Consultant directly from property owners.
- g) Prepare and disseminate all required annual reports for the City's Community Facilities Districts, including but not limited to:
 - a. California Debt and Investment Advisory Commission Reports
 - b. Senate Bill 165 Reports
 - c. Assembly Bill 2109 Reports

- d. Senate Bill 1029 Reports
- e. Annual Continuing Disclosure Reports

3.3 **Timeline Requirements**

Awarded Consultant shall adhere to the following schedule and deadlines:

	<u>2020-21</u>	<u>2021 +</u>
Kick-Off Meeting:	April 15 th	March 1 st
Draft Engineers' Reports:	May 11 th	May 1 st
Final Engineers' Reports:	May 18 th	May 15 th
Attend Public Hearing	July 22 nd	July (tbd)
Rolls due to County of San Diego Auditor & Controller's Office	August 1 st	August 1st
Assembly Bill 2109 Reports	December 31 st	December 31 st
Senate Bill 1029 Reports	January 17 th	January 17th
Annual Continuing Disclosure Report	February 28 th	February 28th

4.0 **PROPOSAL FORMAT AND CONTENT**

Three (3) paper copies of the Proposal, **and a PDF version in electronic format**, are required upon submittal and should include the following sections

4.1 **Transmittal Letter/Executive Summary**

A signed letter of transmittal briefly stating the Proposer's understanding of the work to be done, the commitment to perform the work according to the stated timeline, a statement as to why the firm believes itself to be the best qualified to perform the Work and a statement that the proposal is a firm and irrevocable offer for Fiscal Years 2021, 2022, 2023 with two additional option years.

4.2 **Technical Information**

There should be no dollar units or total costs included in the technical proposal section. This section should demonstrate the qualifications, competence, capacity and resources of the firm seeking to perform assessment engineering and community facilities district administration services for the City in conformity with the requirements of this Request for Proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The information provided should demonstrate the qualifications of the firm and of the particular staff to be assigned to this project. It should also specify methodologies and approaches that will meet the Request for Proposals' requirements. Cost information should only be included in the Cost Proposal as defined in Section 4.3.

While additional data may be presented, the following information must be included:

4.2.1 **Firm Qualifications and Experience**

Proposing firm must have extensive experience performing assessment engineering and community facilities district administration services. Proposals shall include the size of the firm, the size of the firm's governmental staff, the location and size of the office from which the work on this project is to be performed and the number and nature of the professional staff to be employed for this project.

Include information about the level and types of training provided to each level of staff that is proposed for this project. Additionally, information should be given about the resources of the firm as they relate to the ability to train staff and provide interpretations of standards

and policies.

4.2.2 **Staff Qualifications and Experience**

Identify the project manager, in-charge personnel and support staff and sub-consultants who will be performing the work of this project. Provide information on the assessment engineering and community facilities district administration experience of each person, including information regarding the number, qualifications, experience and training, and relevant continuing professional education, of the specific staff to be assigned to this project.

4.2.3 **Similar Engagements with other Government Entities**

Provide a list of client references for comparable work performed in the last five (5) years which includes the scope of work, date(s) the work was performed, project managers and the name and telephone number of the principal client contact.

4.2.4 **Licensing and Professional Certifications**

Provide a list of all licenses and professional certifications, if applicable, currently held by the firm, staff and/or sub-consultants who will perform the work as required herein. The City reserves the right to request photocopies of licenses and/or professional certificates from the Proposer as part of the Request for Proposals evaluation process.

4.2.5 **Specific Project Approach**

The proposal should set forth a summarized work plan, including the following information on the project approach:

- a) Clearly defined schedule of project and completion dates and level of consultant staff and number of hours to be assigned to each proposed segment of the project.
- b) Identify and describe any anticipated potential problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.
- c) Describe key data systems and record-keeping procedures to be utilized for all aspects of data collection, analysis and final reporting.

4.3 **Proposed Costs**

The proposed costs should contain all pricing information relative to performing the work as described in the Request for Proposals. One (1) original Cost Proposal shall be submitted along with the Technical Proposal in a separate envelope clearly marked with the name of the Proposer, RFP Title and "Cost Proposal". Cost breakdown shall be per district per year for the initial three (3) year Contract term as reflected below.

All dollar units and/or total costs should be shown in this section, not in the Technical Proposal. The Cost Proposal must contain a specific "not to exceed" fixed fee for all direct and indirect costs including all out-of-pocket expenses (e.g. printing costs, travel, etc.), and hourly rates.

The City will not be responsible for expenses incurred in preparing and submitting the proposal.

Total All-Inclusive Maximum Price

The total maximum price should be further delineated by components as shown in the following matrix.

<u>REQUIRED TASKS</u>	Fiscal Year Ending		
	<u>2021</u>	<u>2022</u>	<u>2023</u>
Santee Town Center LMD	\$	\$	\$
Santee LMDs			
Santee Roadway Lighting District			
Fire Special Tax			
CFD No. 2015-1 (Municipal Maintenance Services)			
CFD No. 2017-1 (Weston Infrastructure)			
CFD No. 2017-2 (Weston Municipal Services)			

OPTIONAL TASKS

*Total All-Inclusive Maximun Price	\$	\$	\$
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*Pricing may be stated either as a fixed dollar amount in each of the years or as a fixed dollar amount in the first year with an inflator in the subsequent years. If the proposal includes an inflator, the index to be used must be stated.

4.3.1 Optional Costs

Firms may have additional services that they offer that were not requested with this RFP. As part of the Cost Proposal, firms may identify these as optional tasks/services and submit a separate cost.

4.3.2 Rates for Additional Professional Services

Informal advice and consultation not requiring significant research or a formal report shall be included in the Total All-Inclusive Maximum Price. However, if it should become necessary for the City to request the consultant to render additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this project, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the firm. Hourly rates for any such additional work agreed to between the City and the firm should be set forth in the Cost Proposal.

4.3.3 Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the project and out-of-pocket expenses incurred in accordance with the firm's dollar cost bid proposal. Interim billing shall cover a period of not less than a calendar month. The final ten percent (10%) of the total all-inclusive maximum price will be paid upon delivery of the firm's final reports.

5.0 SUBMITTAL REQUIREMENTS

The deadline for submitting sealed proposals is **no later than 5:00 PM on March 9, 2020**. Postmark date will not constitute timely delivery. Proposals and/or modifications received after this date and time will not be considered. Failure to comply with all the requirements of the RFP may result in disqualification. Proposals submitted by facsimile are not acceptable and will not be considered. Proposals will not be opened publicly.

The following proposals must be clearly marked and submitted to:

City of Santee
City Clerk's Office
10601 Magnolia Avenue, Building 3
Santee, CA 92071-1222

5.1 Technical Proposal

Three (3) paper copies of the Technical Proposal and a PDF version in electronic format are required upon submittal and must be submitted in a sealed envelope bearing on the outside: Name of Proposer, RFP Title, Package Number (1 of __, 2 of __, etc.)

5.2 Cost Proposal

ONE (1) original Cost Proposal submitted in a sealed envelope bearing on the outside: Name of Proposer, RFP Title, and "Cost Proposal"

Note: The Cost Proposal shall also be provided in PDF and included on the electronic device with the Technical Proposal.

Failure to comply with the requirements of the RFP may result in disqualification. Proposals and/or modifications received subsequent to the hour and date specified above will not be considered.

6.0 EVALUATION AND SELECTION PROCESS

Proposals submitted will be evaluated by a committee consisting of City staff. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers. Cost, while a consideration, will not be the overriding factor.

The selection process will involve the evaluation of submitted proposals for compliance with the requirement of the RFP and on the basis selection criteria therefore candidates must initially represent themselves solely by their written proposals.

At the discretion of the City, those firms considered most qualified for this contract may be invited for an interview as part of the evaluation process. Finalist will be allowed to make a presentation and to answer questions for the selection committee. It is expected that key members of the project team will be present for the presentations/interview process. Based on the results of the evaluation, the committee will recommend a firm to the City Council for contract award.

Upon approval of the City Council an Agreement for Professional Services for Assessment Engineering and CFD Administration Services shall be executed in a form substantially the same as the City's standard professional services agreement attached hereto as [Exhibit 'G' – Sample Agreement](#). Please note the key terms as reflected in this agreement. Your proposal must indicate if you do not agree with any provision included in the agreement

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

7.0 EVALUATION CRITERIA

Selection of the Consultant shall be based on the following criteria combined:

- a) Quality and completeness of the Proposal.
- b) Proposer's professional qualifications and experience with engagements of similar scope and complexity, including the experience of staff to be assigned to this project.
- c) Proposer's ability to schedule and efficiently perform the Work.
- d) Capability of handling all aspects of the project and providing ongoing support and technical assistance throughout the contract term.
- e) Commitment to provide continuity of staff.
- f) Thoroughness of the firm's work plan and methodologies.
- g) Reasonableness and competitiveness of the proposed costs.

Note: Cost, while a consideration, will not be the overriding factor for award.

8.0 GENERAL CONDITIONS

This Request for Proposal and receipt of proposals does not commit the City of Santee to award a contract, to defray any costs incurred in the preparation of a proposal, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received in response to this request, to negotiate with any qualified source, or cancel in whole or in part this RFP if it is in the best interest of the City to do so. The City reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether or not that proposal was selected.

Subsequent to contract negotiations, prospective firms may be required to submit revisions to their proposals. All firms submitting a proposal should note that the execution of any contract pursuant to this RFP is dependent upon the recommendation of the City selection committee and the approval of the Santee City Council.

8.1 **Public Records**

All proposals submitted and information included therein shall become the property of the City of Santee and public records, and as such may be subject to public review.

8.2 **Right to Cancel**

The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all Proposers will be notified in writing by the City.

8.3 **Additional Information**

The City reserves the request additional information and/or clarification from any or all proposers of this RFP.

8.4 Addenda

Any changes to this RFP are invalid unless specifically modified by the City and issued as a separate addendum document. Should there be any question as to changes to the content of this document; the City's copy shall prevail. All addenda and notices related to this solicitation will be posted by the City on the City's website at www.cityofsanteeca.gov under "Bidd Opportunities." In the event this RFP is obtained through any means other than directly from the City or from the City's website, the City will not be responsible for the completeness, accuracy or timeliness of the RFP document.

8.5 Insurance Requirements

The successful firm will be required to furnish certificates of insurance as specified in attached City's standard professional services agreement attached hereto as Exhibit 'E'. The required insurance certificates must be provided with fifteen (15) days after the date of the Notice of Award and prior to the commencement of work.

8.6 Santee Business License

The selected firm will be required to obtain a Santee business license upon award of the contract. The current cost of a new business license is \$88, which is valid for a period of one year, with an annual renewal cost of \$35.

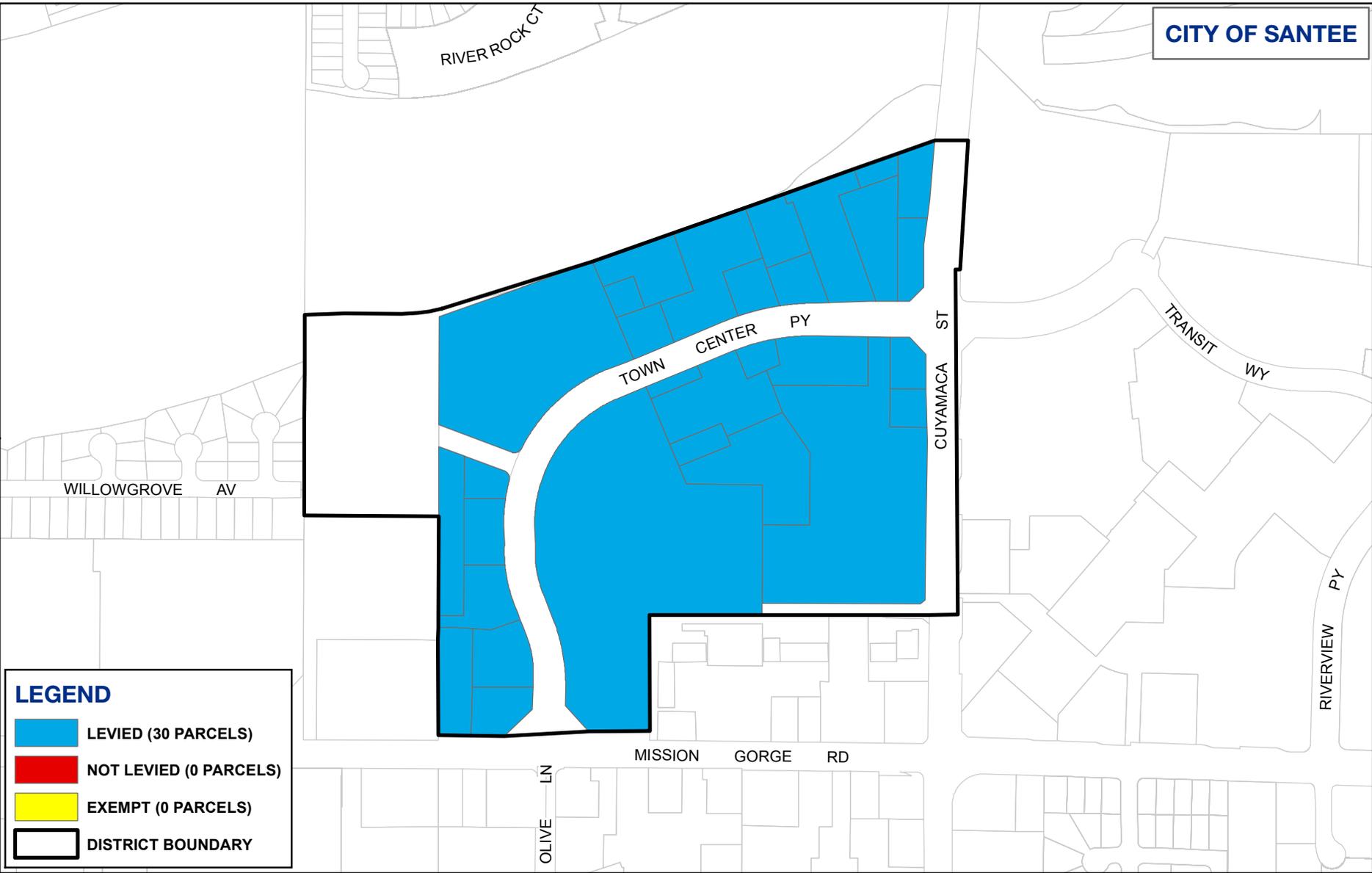
8.7 Conflict of Interest

The City complies with all California statutes and regulations related to conflicts of interest.

8.8 Equal Opportunity

The City endeavors to do business with firms sharing the City's commitment to equal opportunity and will not do business with any firm that discriminates on the basis of race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition or place of birth.

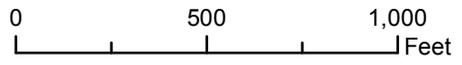
CITY OF SANTEE



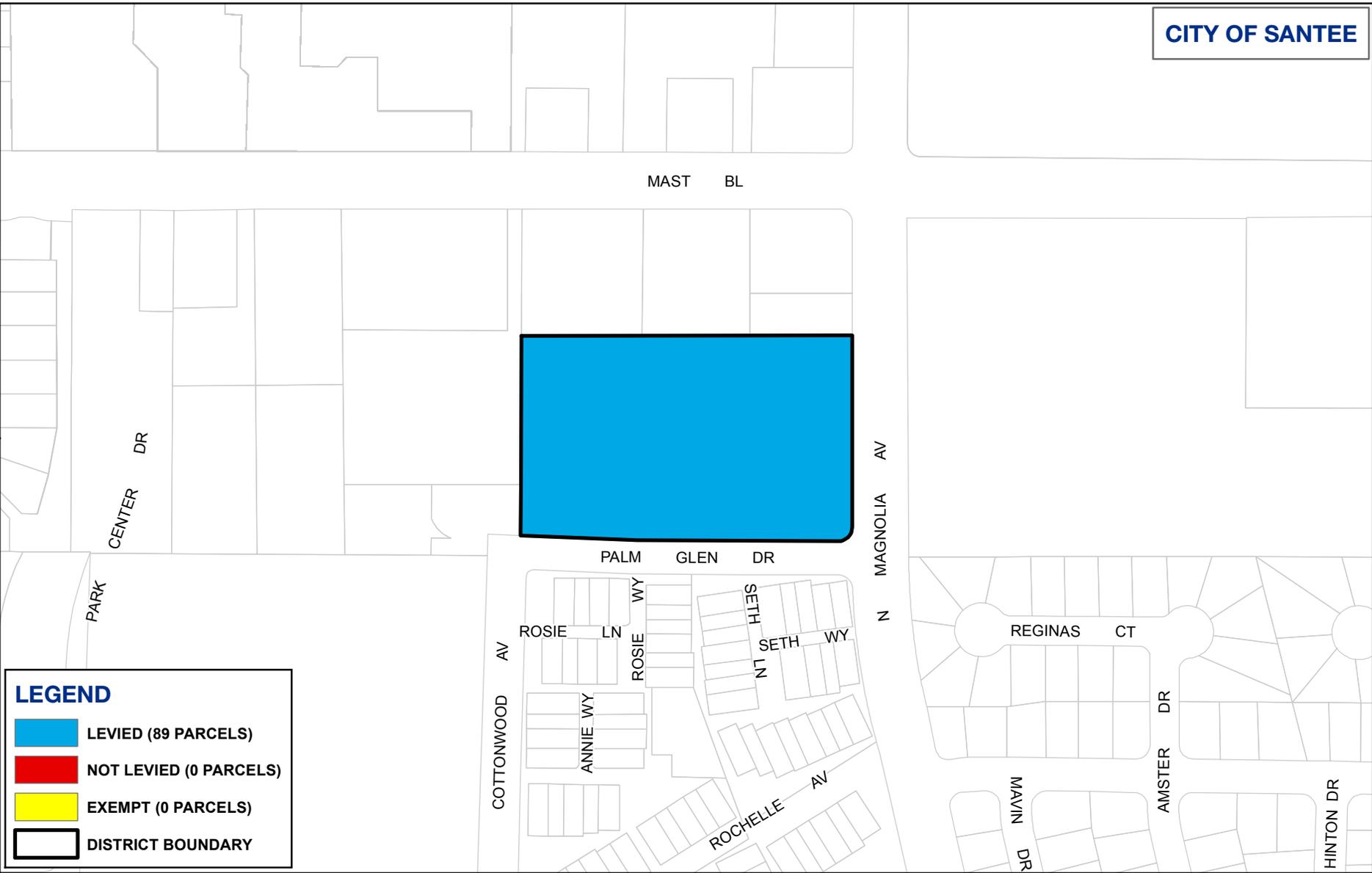
LEGEND

- LEVIED (30 PARCELS)
- NOT LEVIED (0 PARCELS)
- EXEMPT (0 PARCELS)
- DISTRICT BOUNDARY

**TOWN CENTER LANDSCAPE MAINTENANCE DISTRICT
ZONE A - TOWN CENTER**



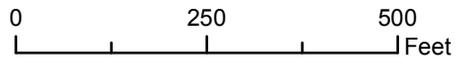
CITY OF SANTEE

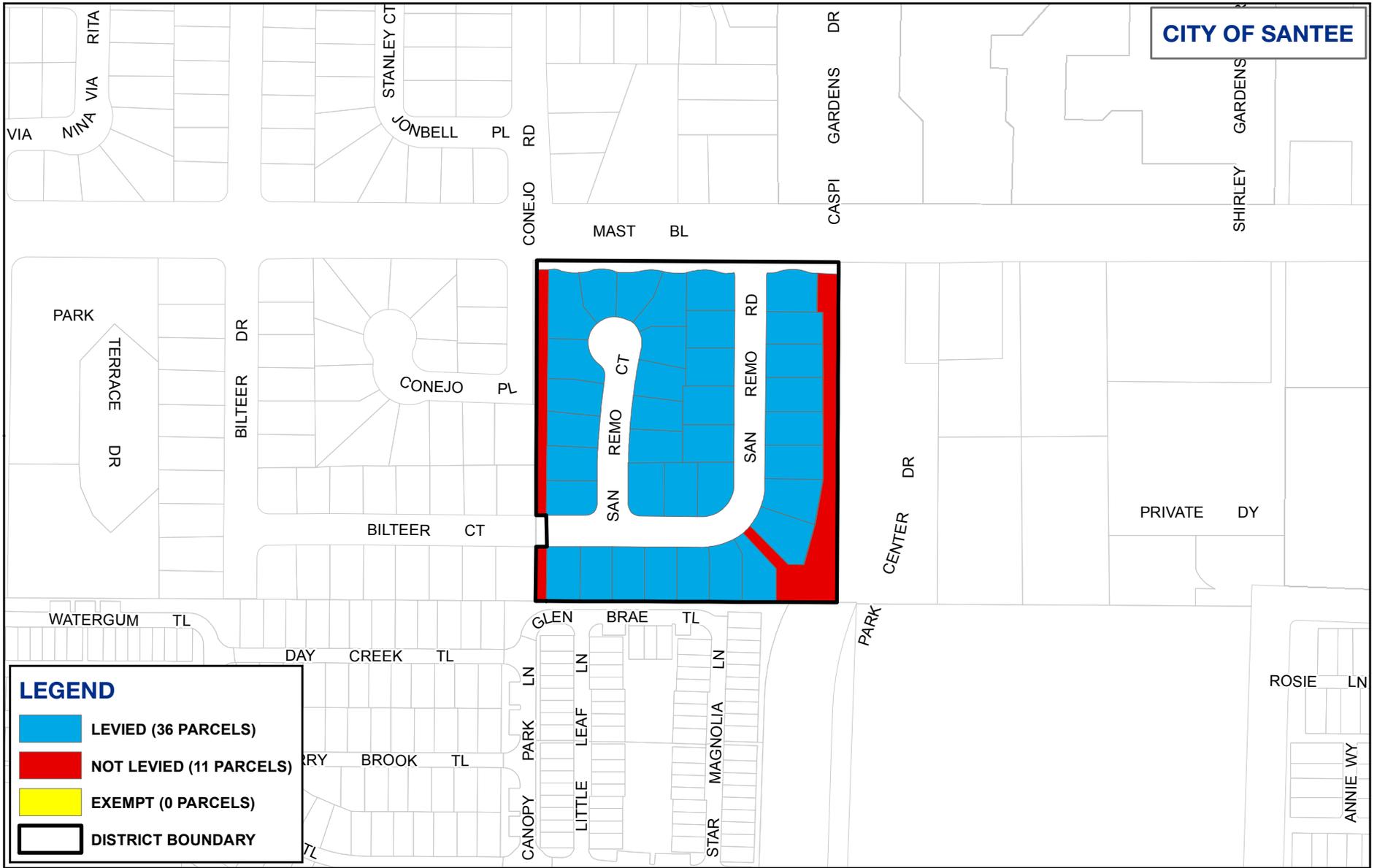


LEGEND

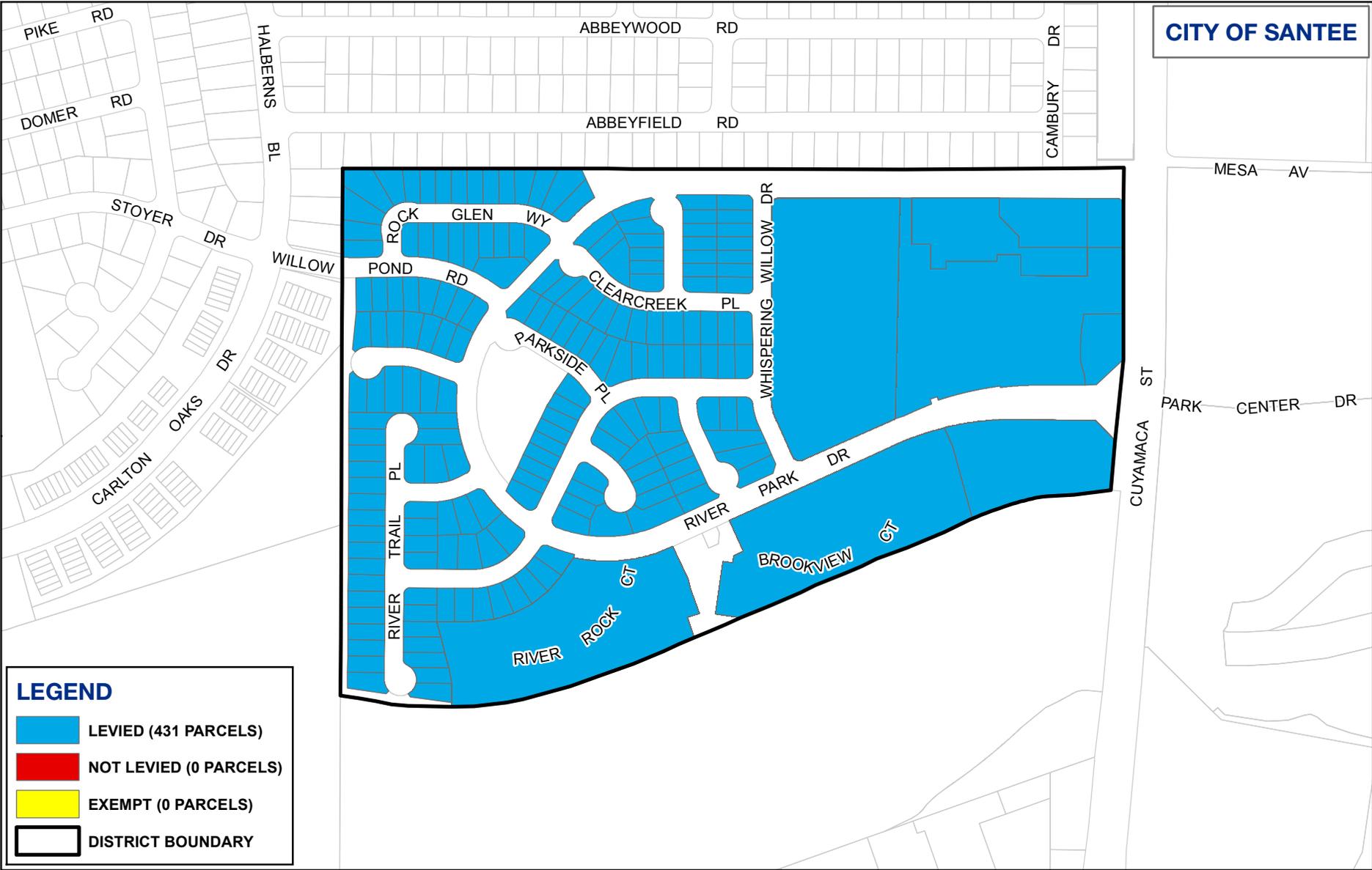
- LEVIED (89 PARCELS)
- NOT LEVIED (0 PARCELS)
- EXEMPT (0 PARCELS)
- DISTRICT BOUNDARY

**TOWN CENTER LANDSCAPE MAINTENANCE DISTRICT
ZONE B - THE LAKES**





CITY OF SANTEE

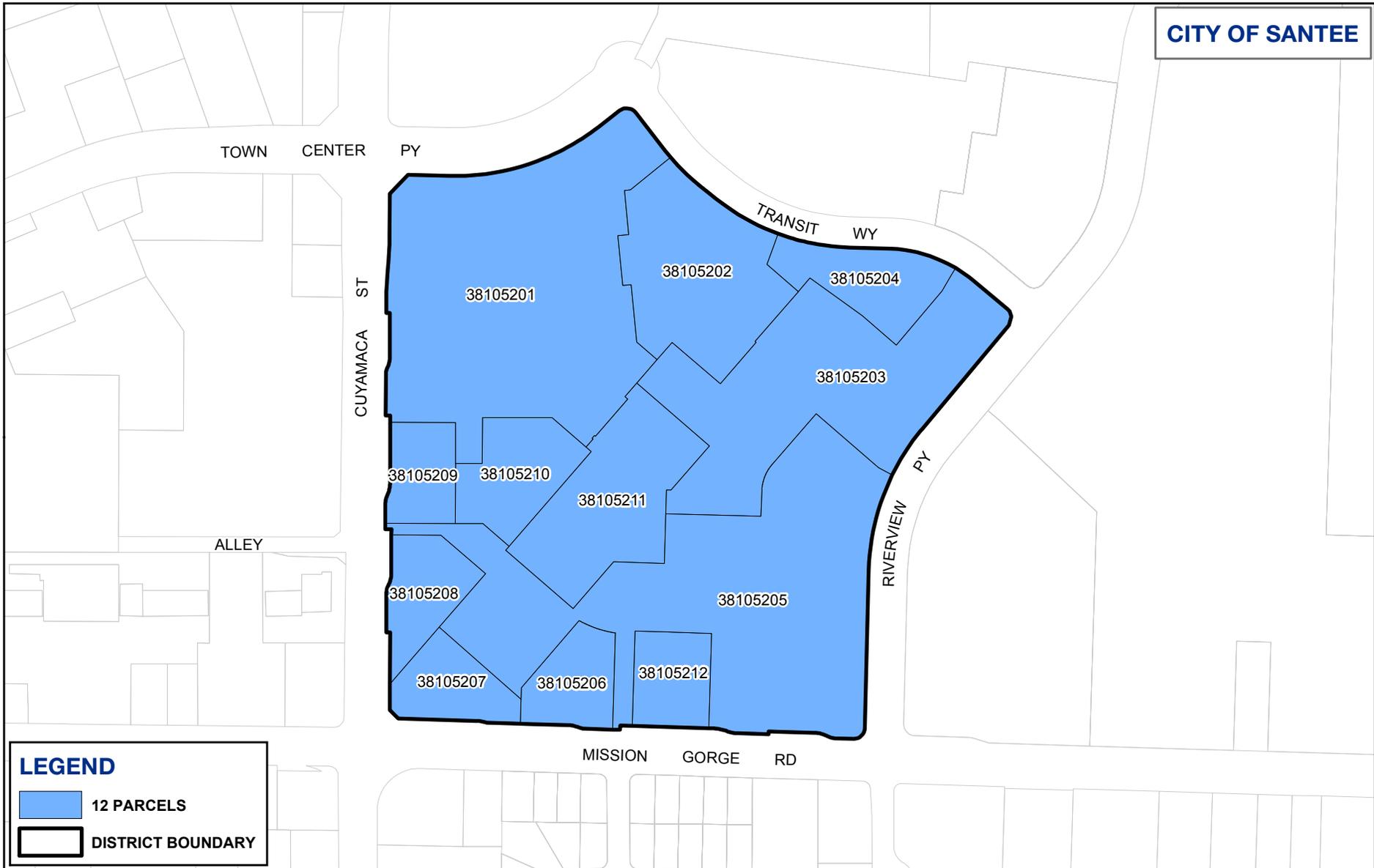


**TOWN CENTER LANDSCAPE MAINTENANCE DISTRICT
ZONE D - MISSION CREEK**

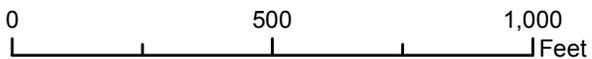


0 500 1,000 Feet

CITY OF SANTEE



**TOWN CENTER LANDSCAPE MAINTENANCE DISTRICT
ZONE E - TROLLEY SQUARE**



CITY OF SANTEE

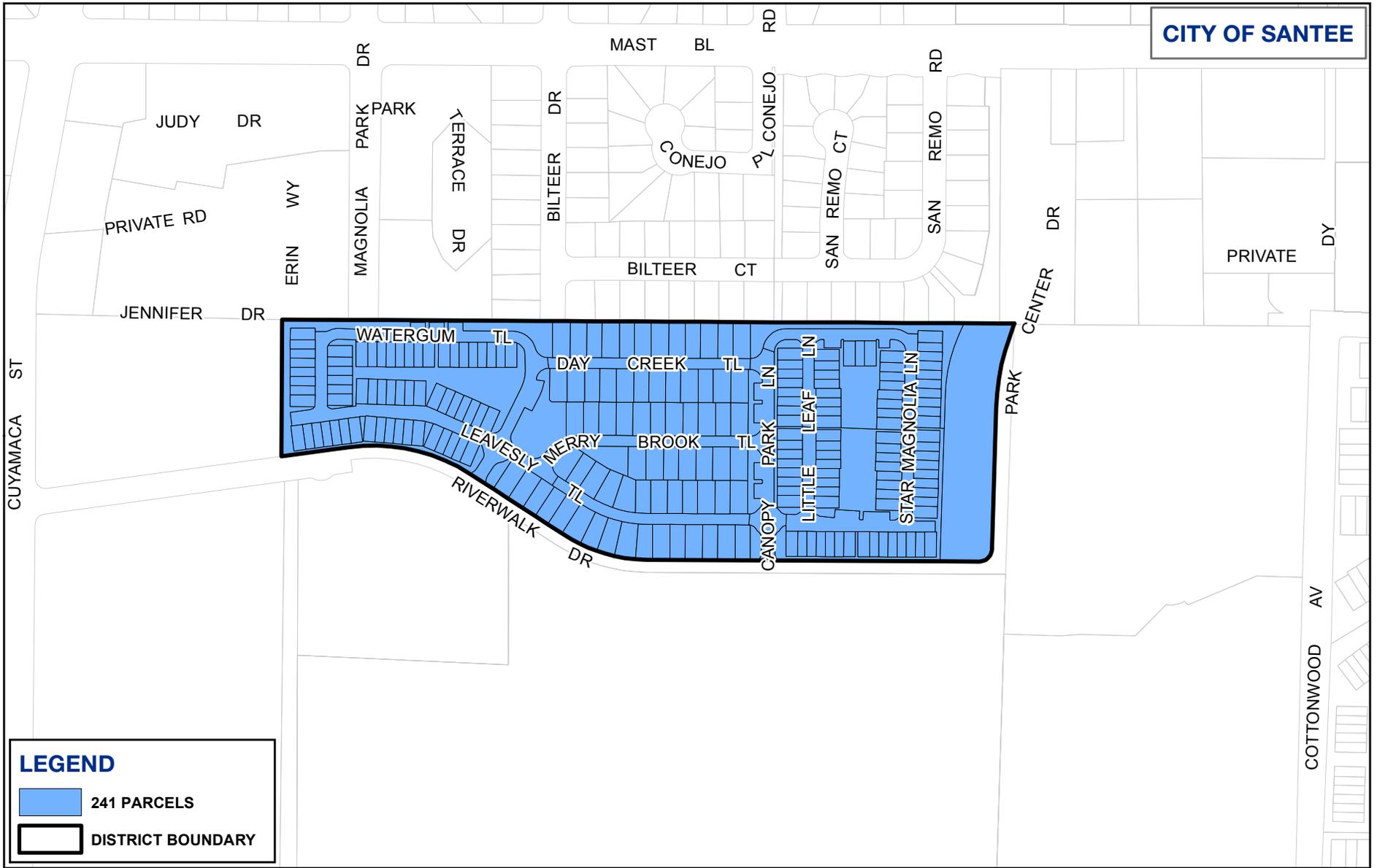


**TOWN CENTER LANDSCAPE MAINTENANCE DISTRICT
ZONE F - HARTFORD PROPERTY**



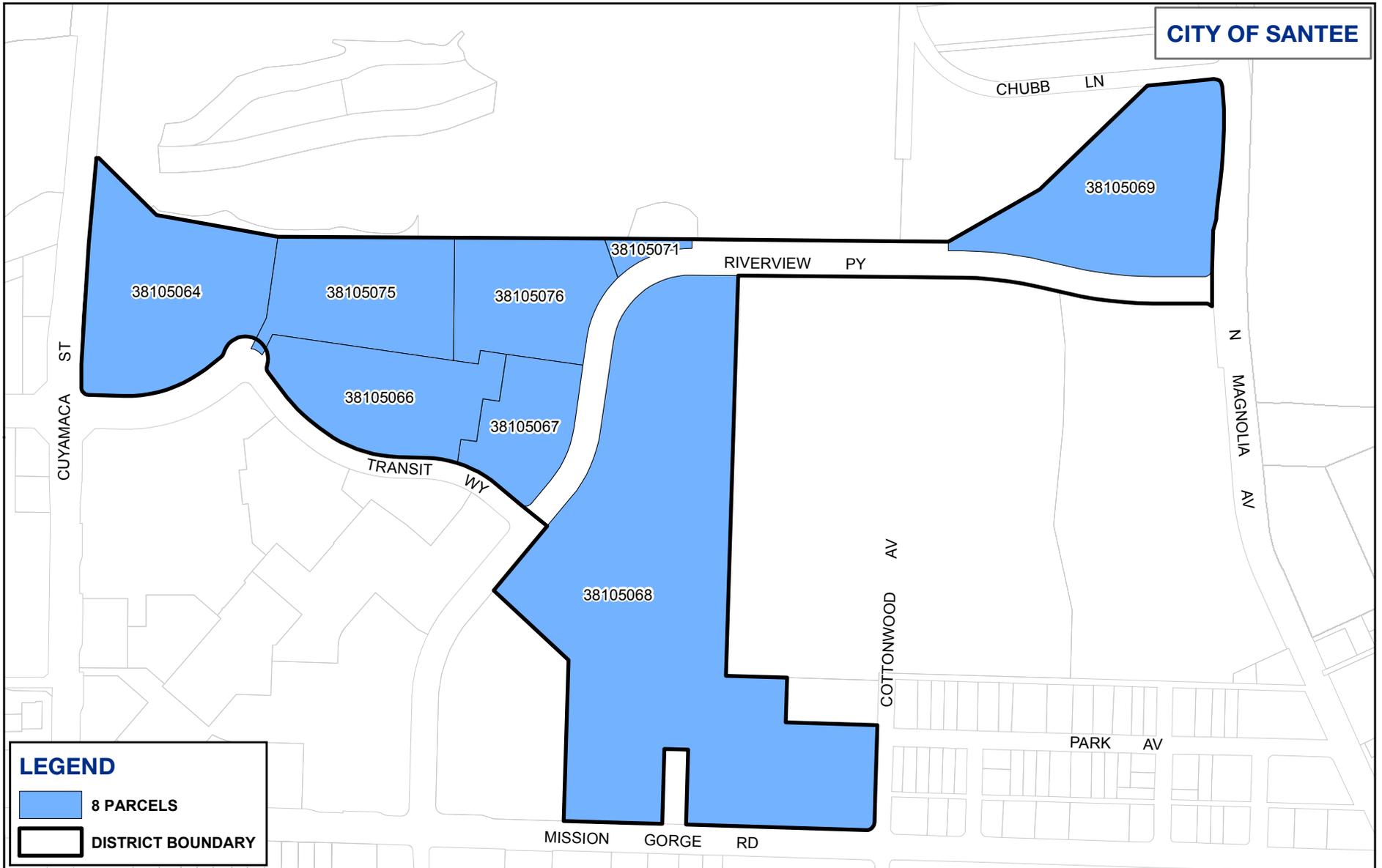
0 500 1,000 Feet

CITY OF SANTEE



**TOWN CENTER LANDSCAPE MAINTENANCE DISTRICT
ZONE G - RIVERWALK**

CITY OF SANTEE

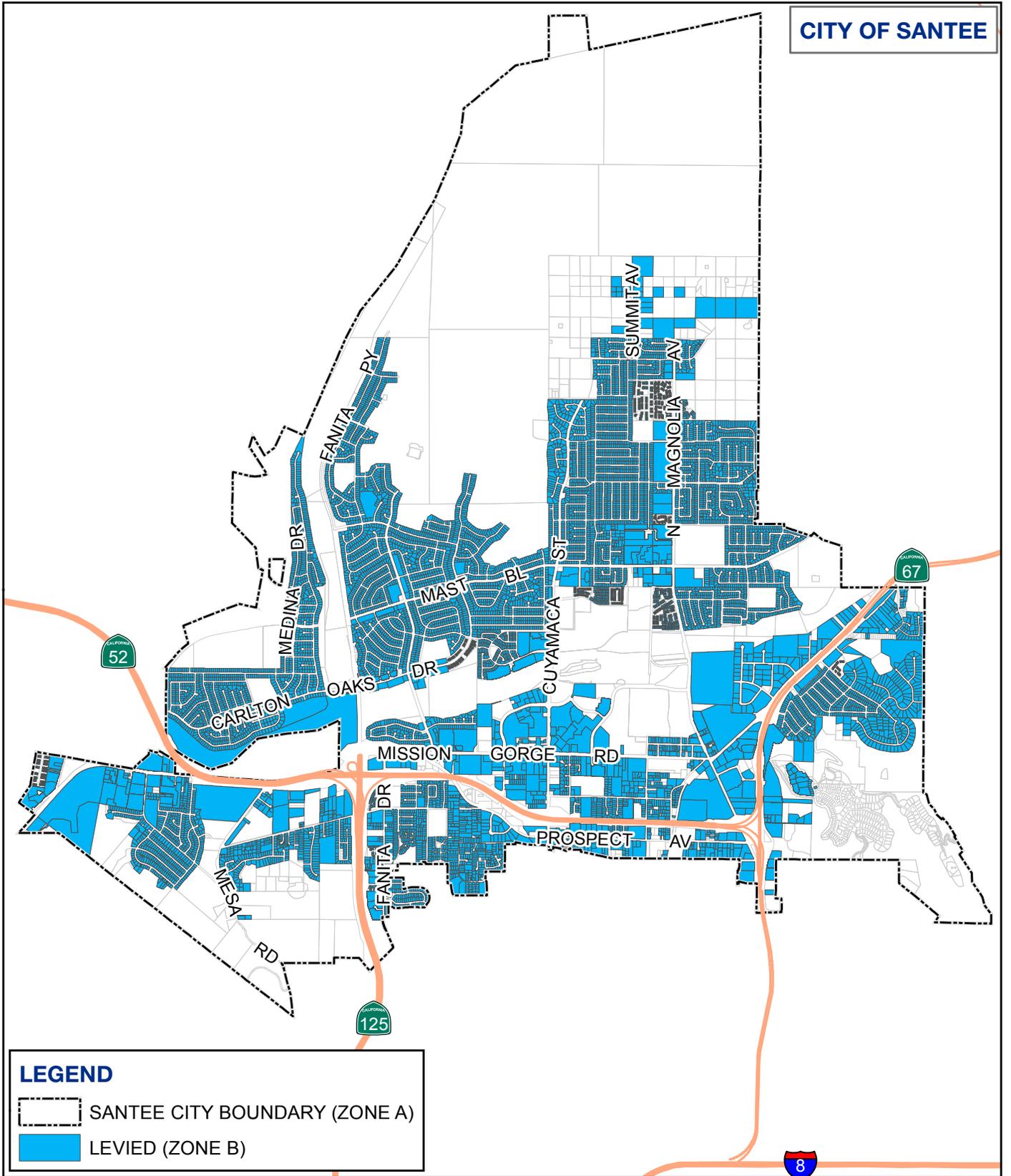


LEGEND

- 8 PARCELS
- DISTRICT BOUNDARY

**TOWN CENTER LANDSCAPE MAINTENANCE DISTRICT
ZONE H - RIVERVIEW**



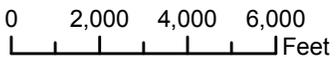


LEGEND

-  SANTEE CITY BOUNDARY (ZONE A)
-  LEVIED (ZONE B)

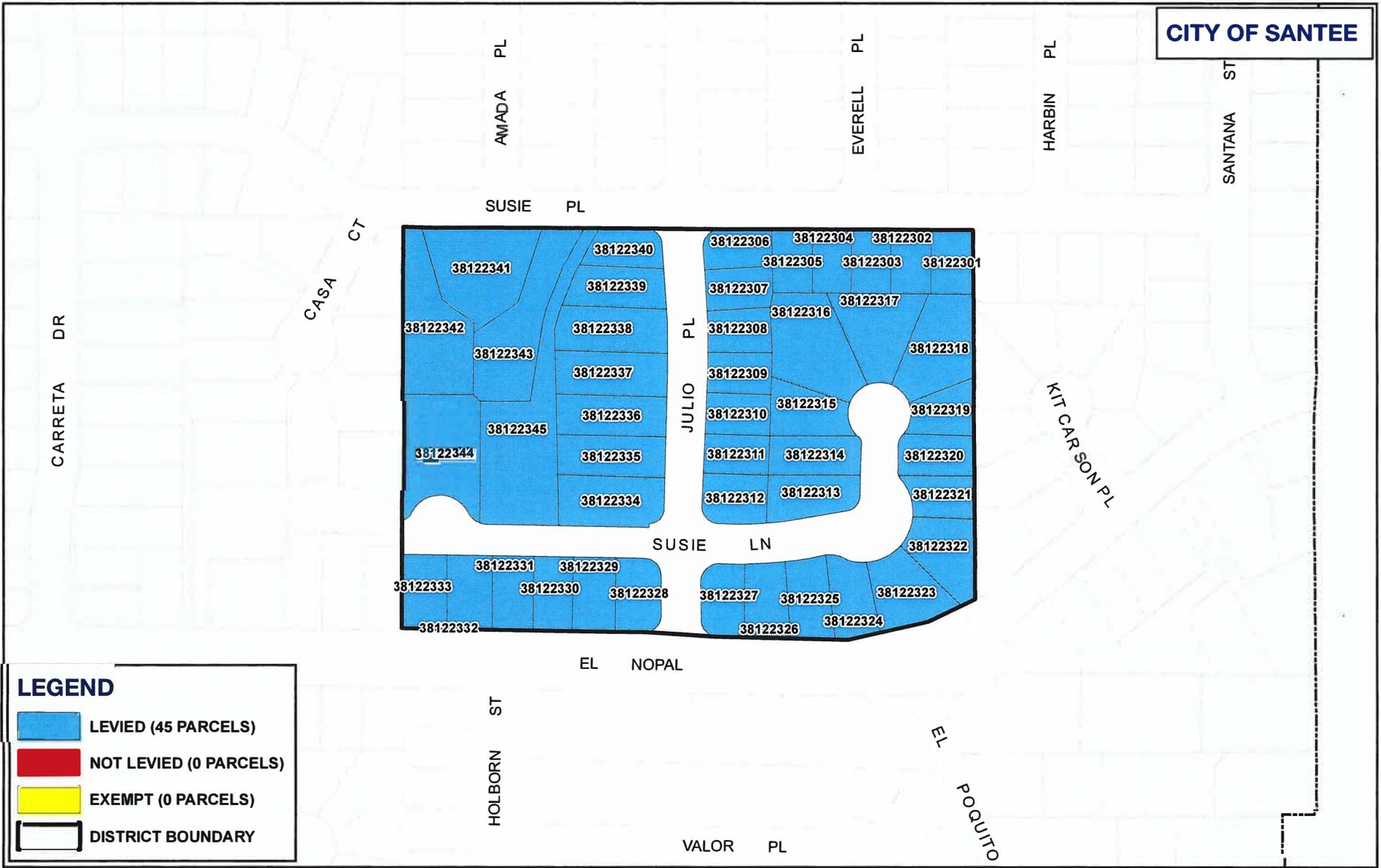
SANTEE ROADWAY LIGHTING DISTRICT

Levy Audit Map - Fiscal Year 2019-20



Zone B - Includes approximately 79% of all parcels throughout the City

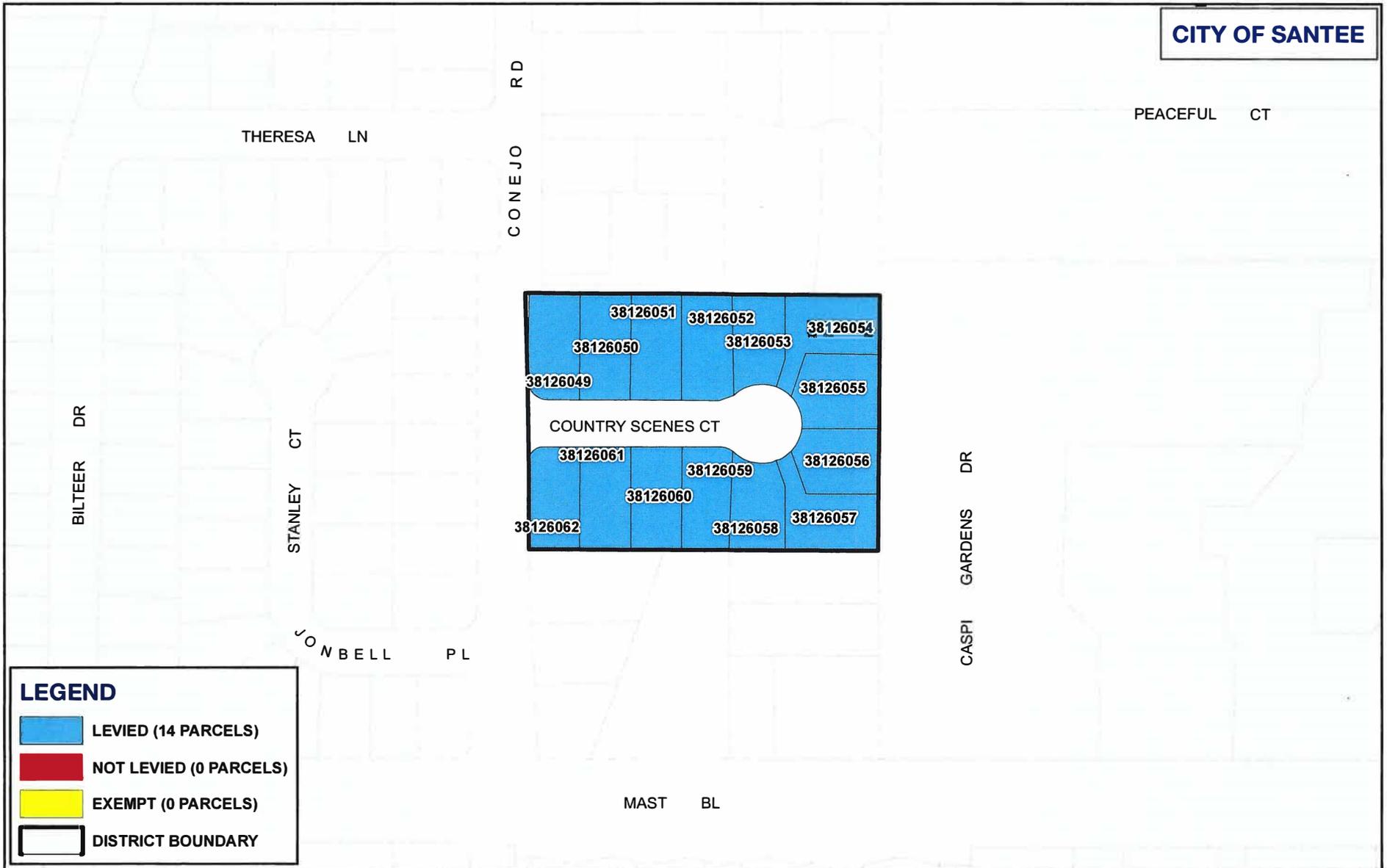
CITY OF SANTEE



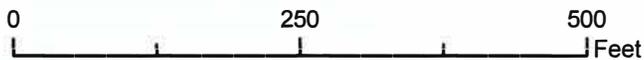
LANDSCAPE MAINTENANCE DISTRICT - ZONE 1

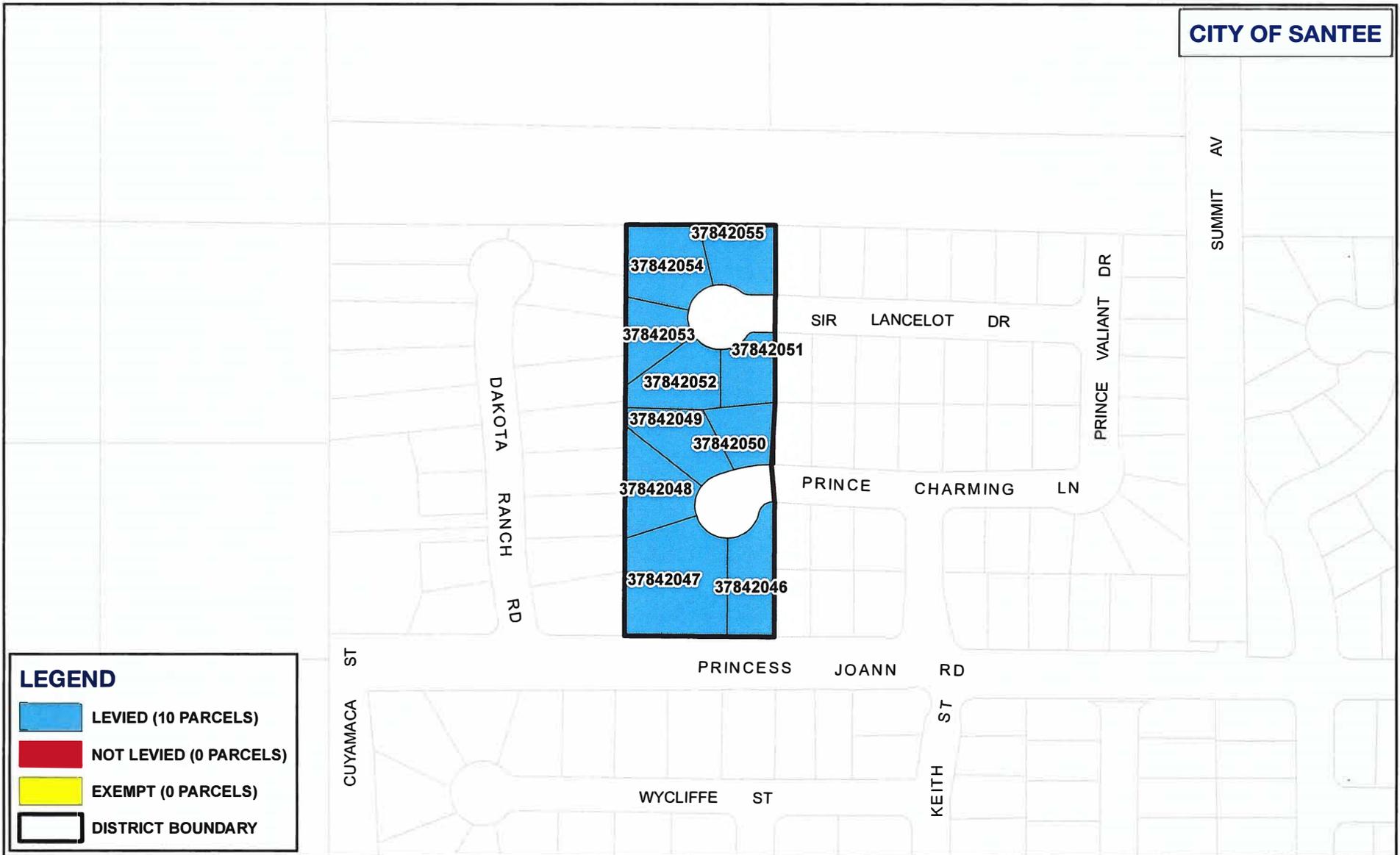


0 250 500 Feet

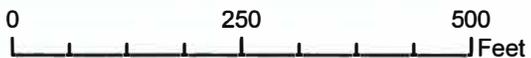


LANDSCAPE MAINTENANCE DISTRICT - ZONE 3

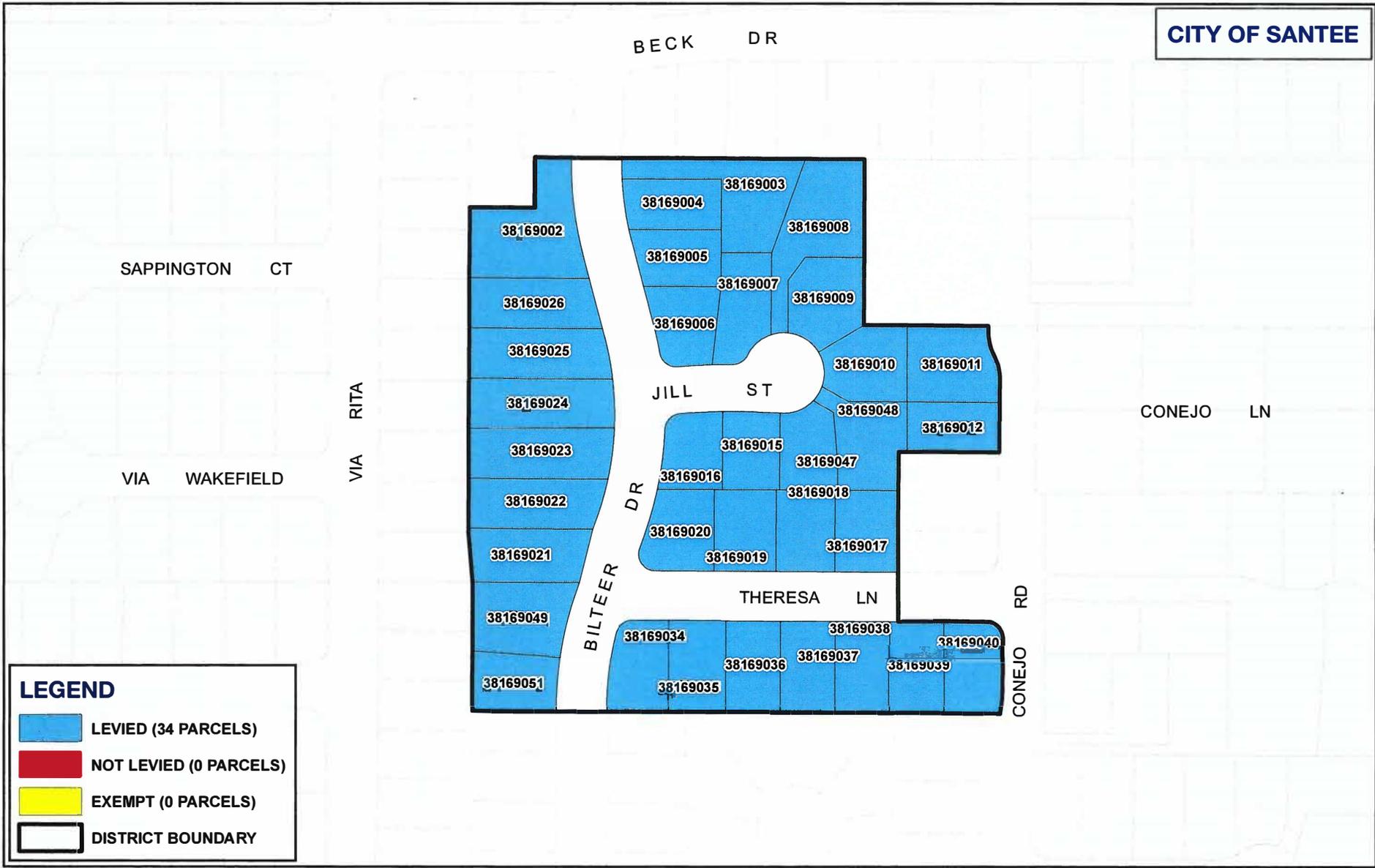




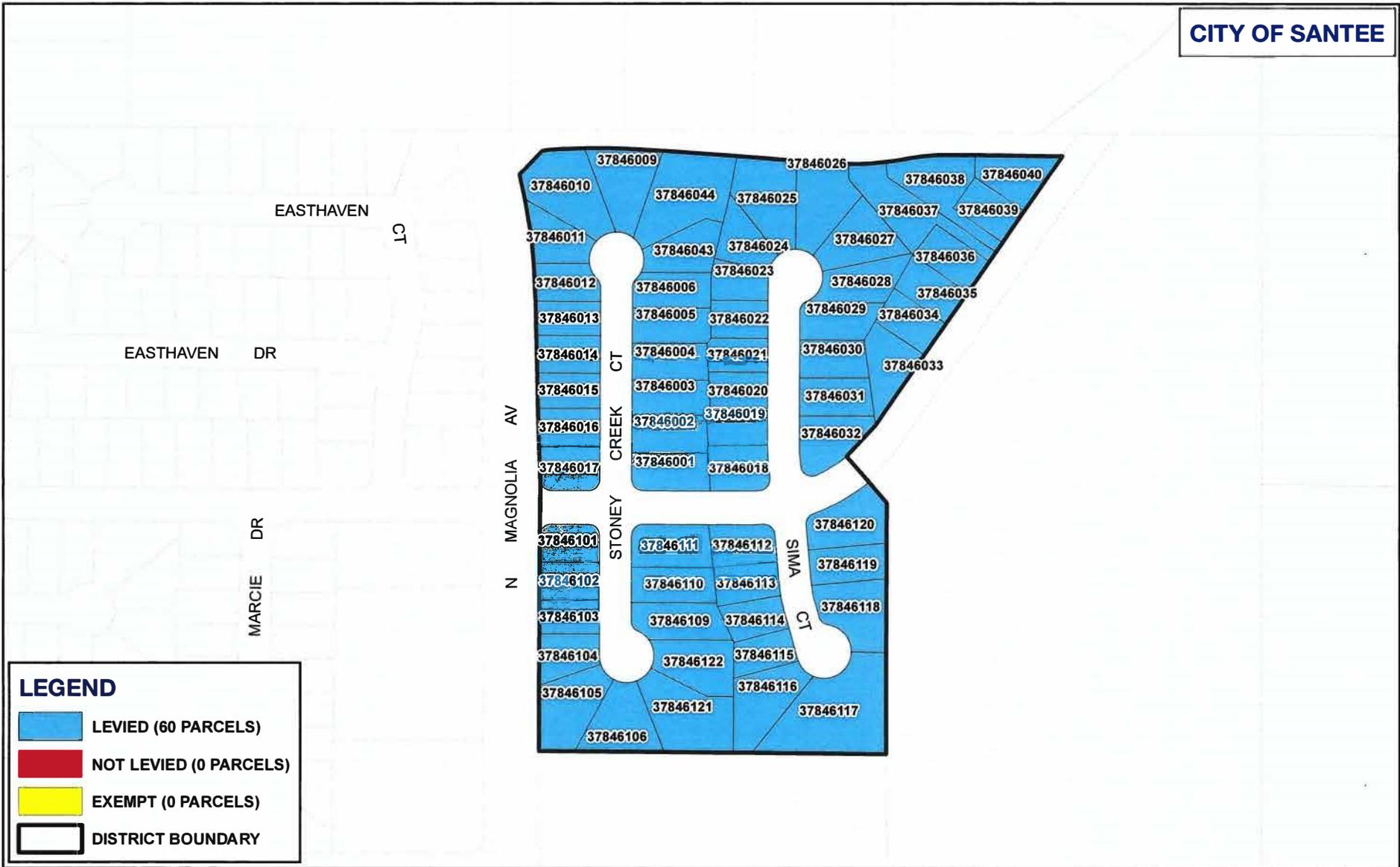
LANDSCAPE MAINTENANCE DISTRICT - ZONE 4



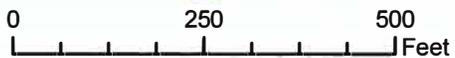
CITY OF SANTEE



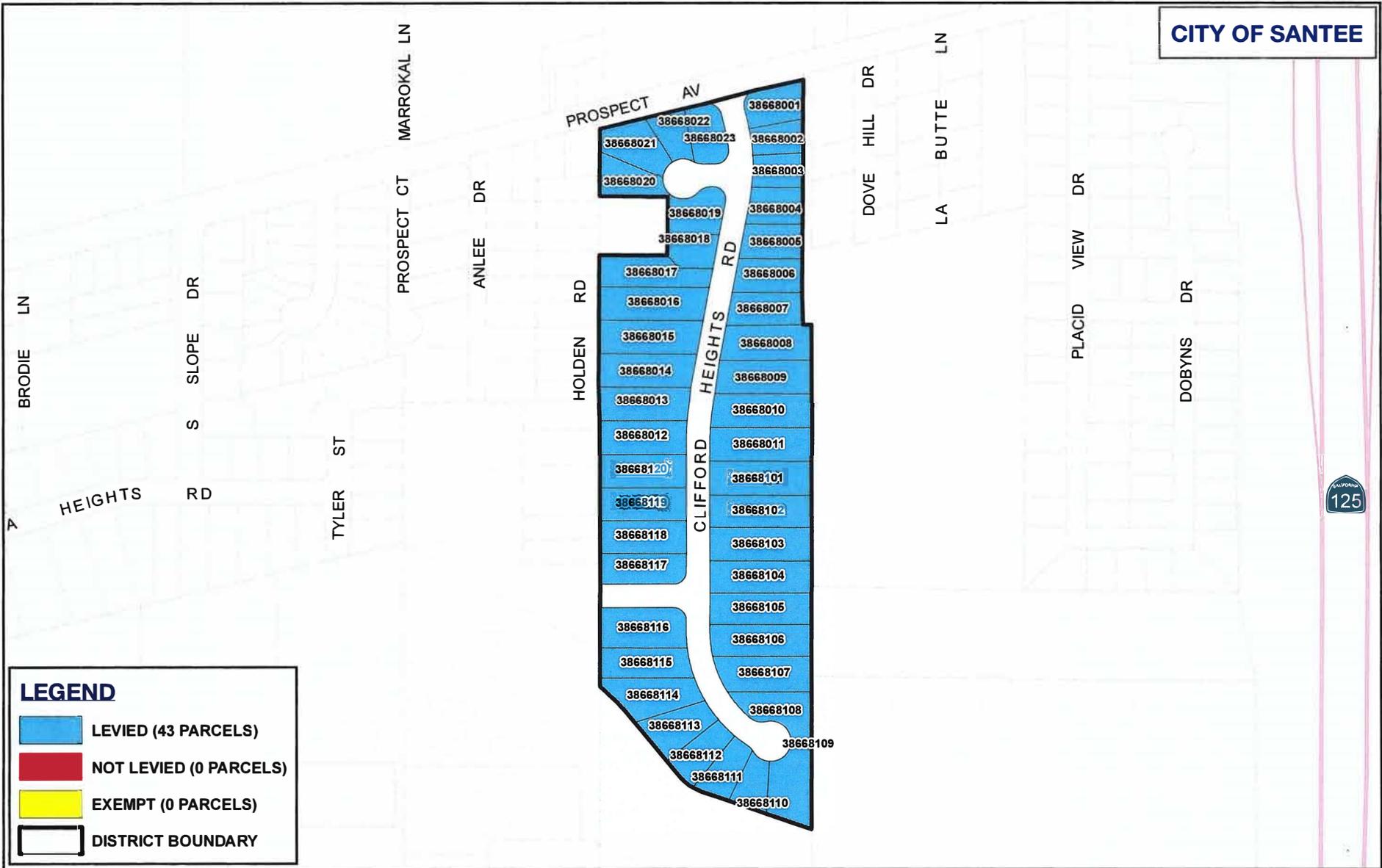
LANDSCAPE MAINTENANCE DISTRICT - ZONE 9



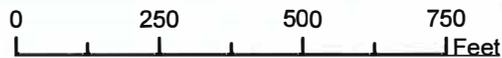
LANDSCAPE MAINTENANCE DISTRICT - ZONE 12



CITY OF SANTEE



LANDSCAPE MAINTENANCE DISTRICT - ZONE 13

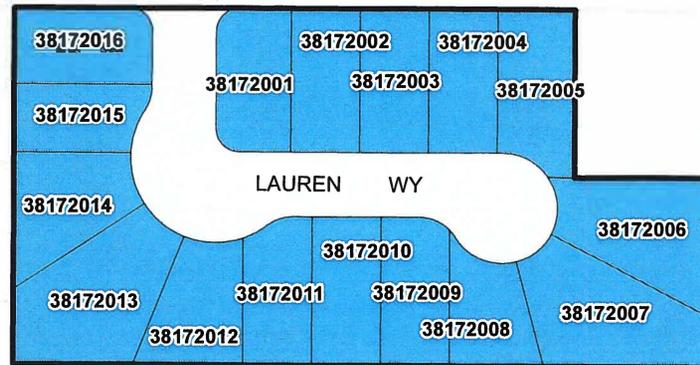


CITY OF SANTEE

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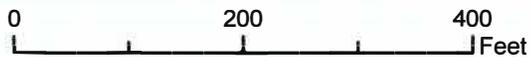
N MAGNOLIA AV

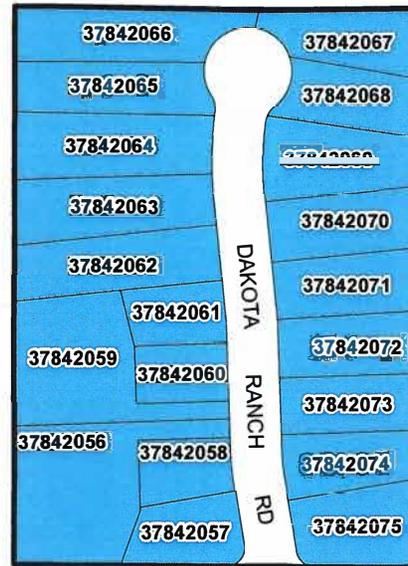
W GLENDON CR

LEGEND

-  LEVIED (16 PARCELS)
-  NOT LEVIED (0 PARCELS)
-  EXEMPT (0 PARCELS)
-  DISTRICT BOUNDARY

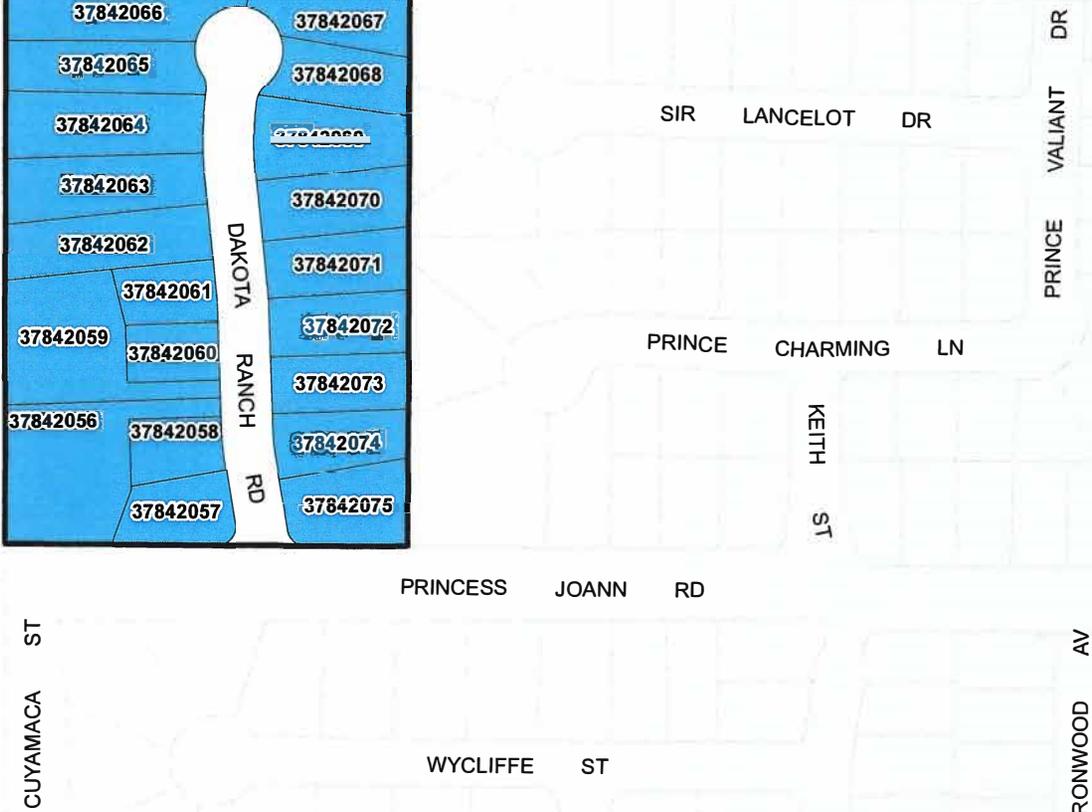
LANDSCAPE MAINTENANCE DISTRICT - ZONE 14





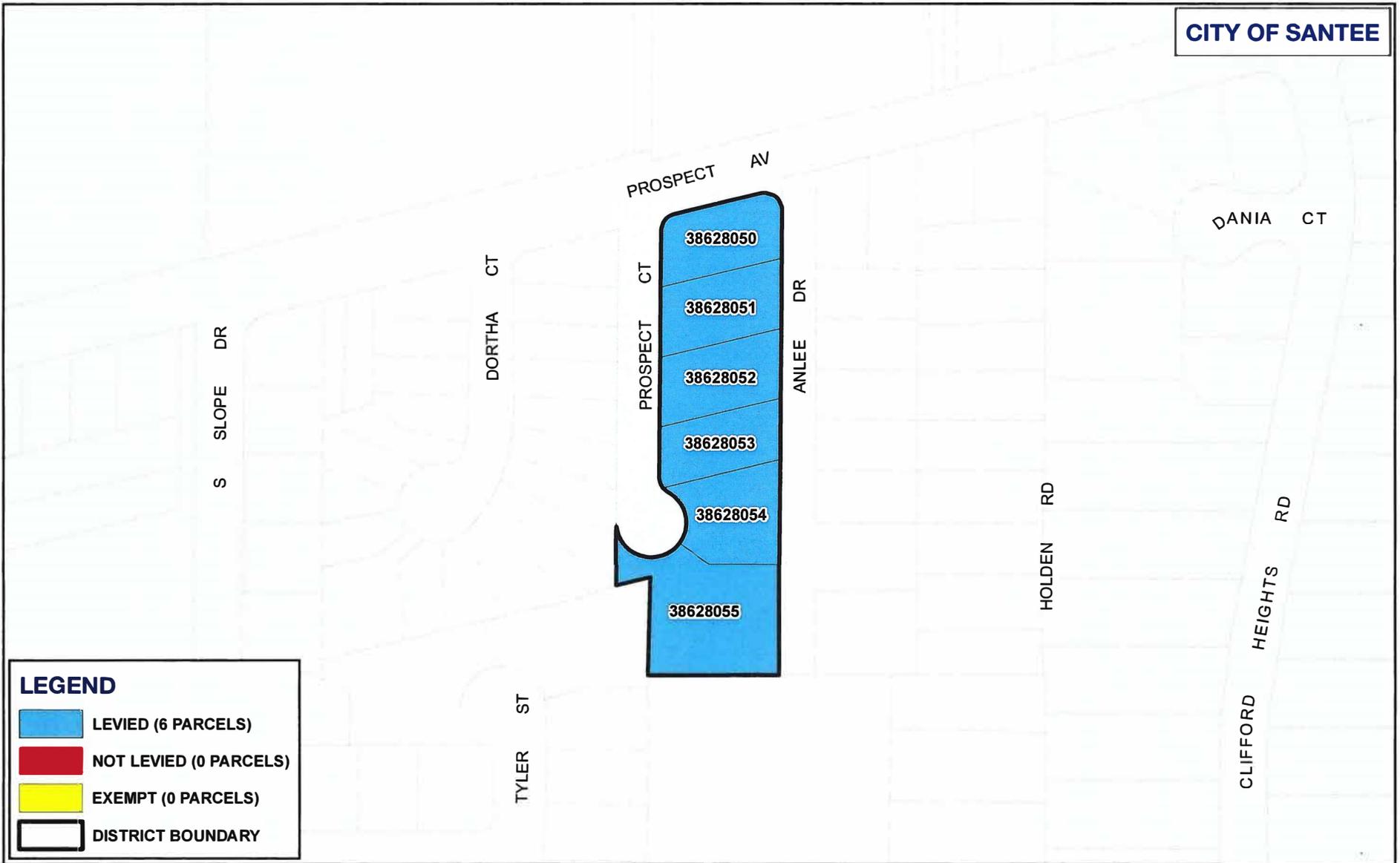
LEGEND

- LEVIED (20 PARCELS)
- NOT LEVIED (PARCELS)
- EXEMPT (0 PARCELS)
- DISTRICT BOUNDARY



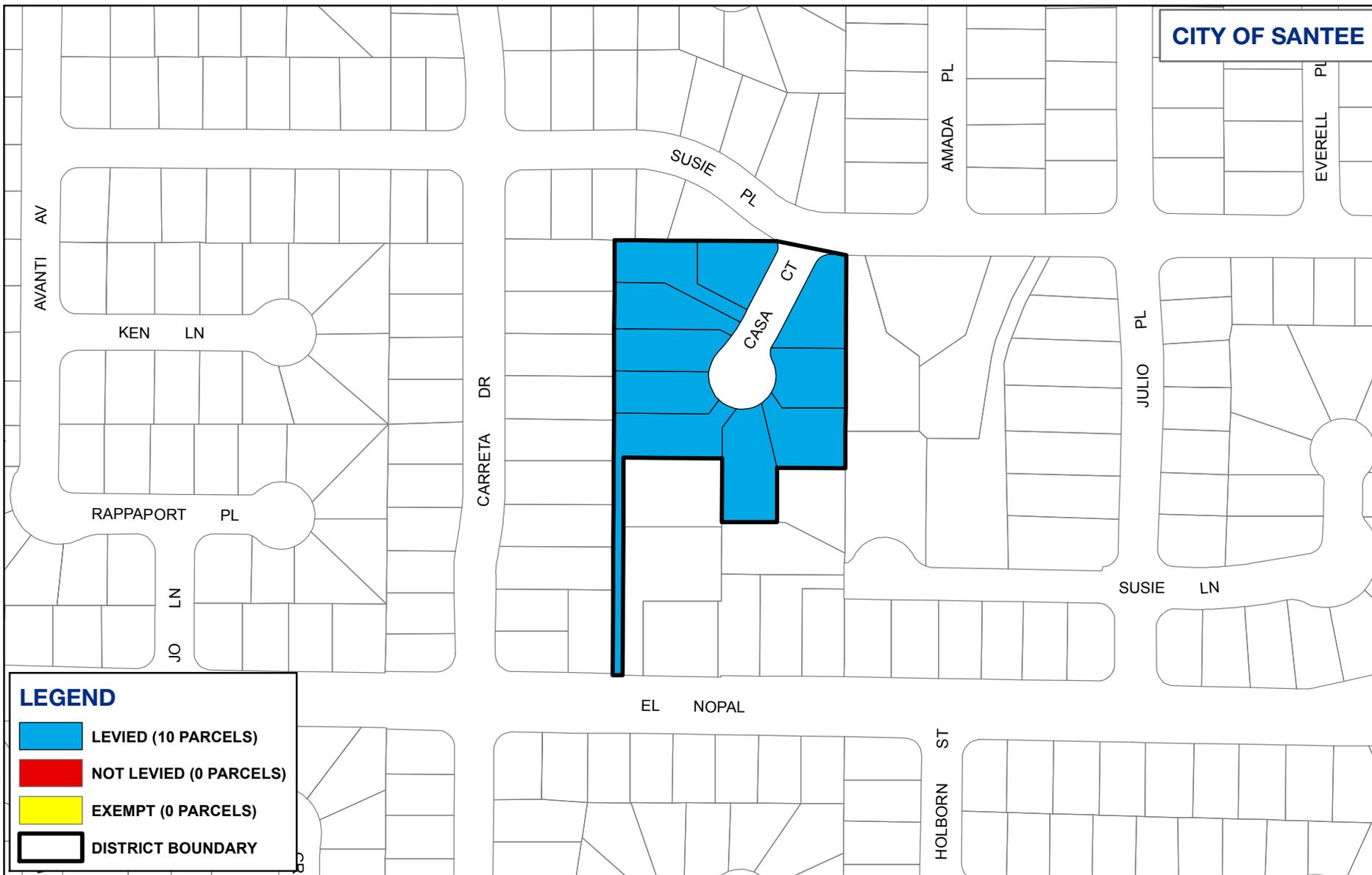
LANDSCAPE MAINTENANCE DISTRICT - ZONE 17



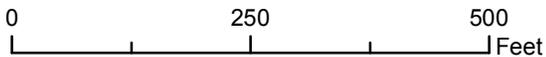


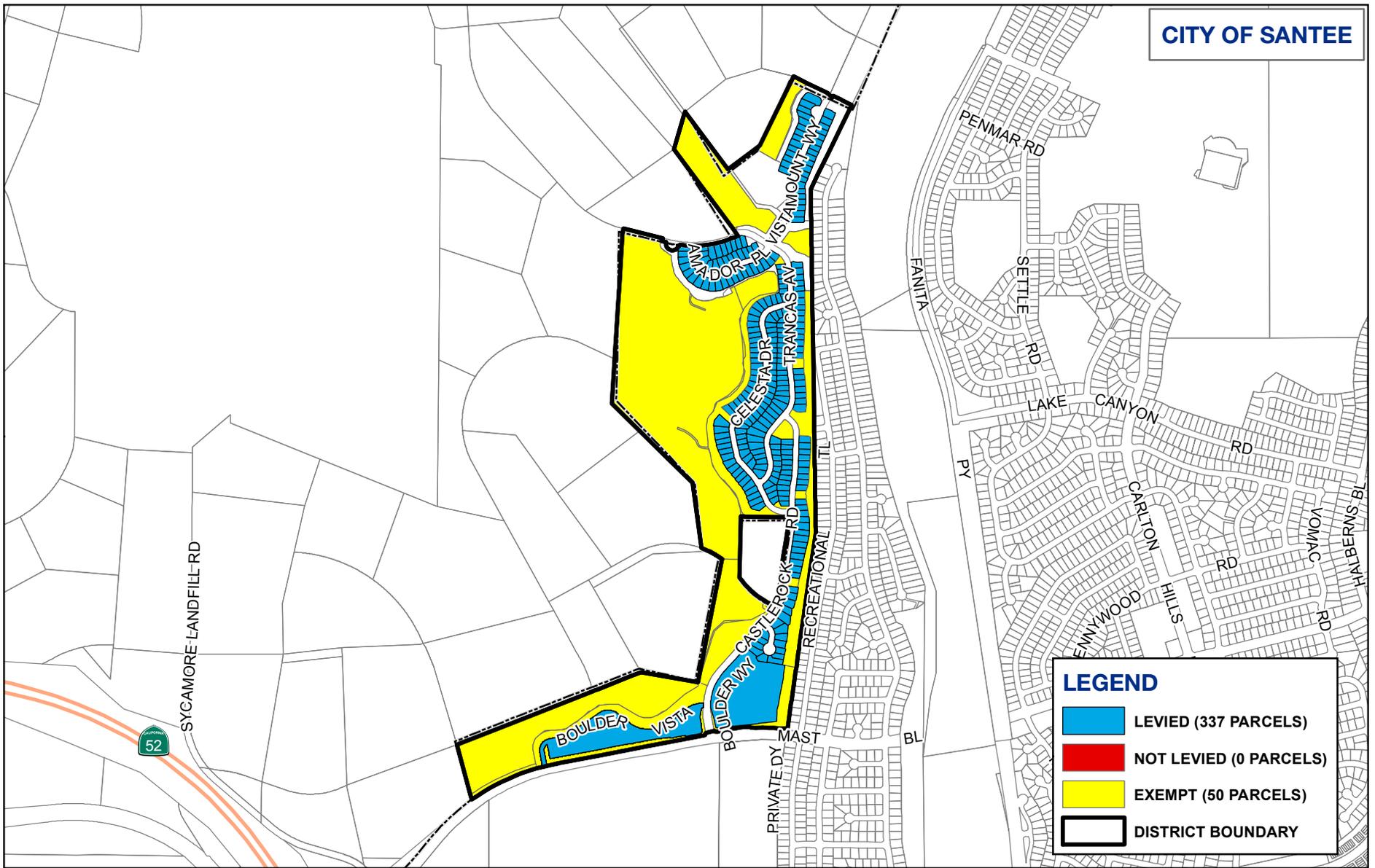
LANDSCAPE MAINTENANCE DISTRICT - ZONE 18

CITY OF SANTEE

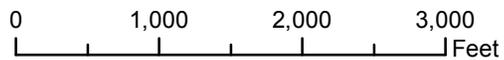


COMMUNITY FACILITIES DISTRICT NO. 2015-1

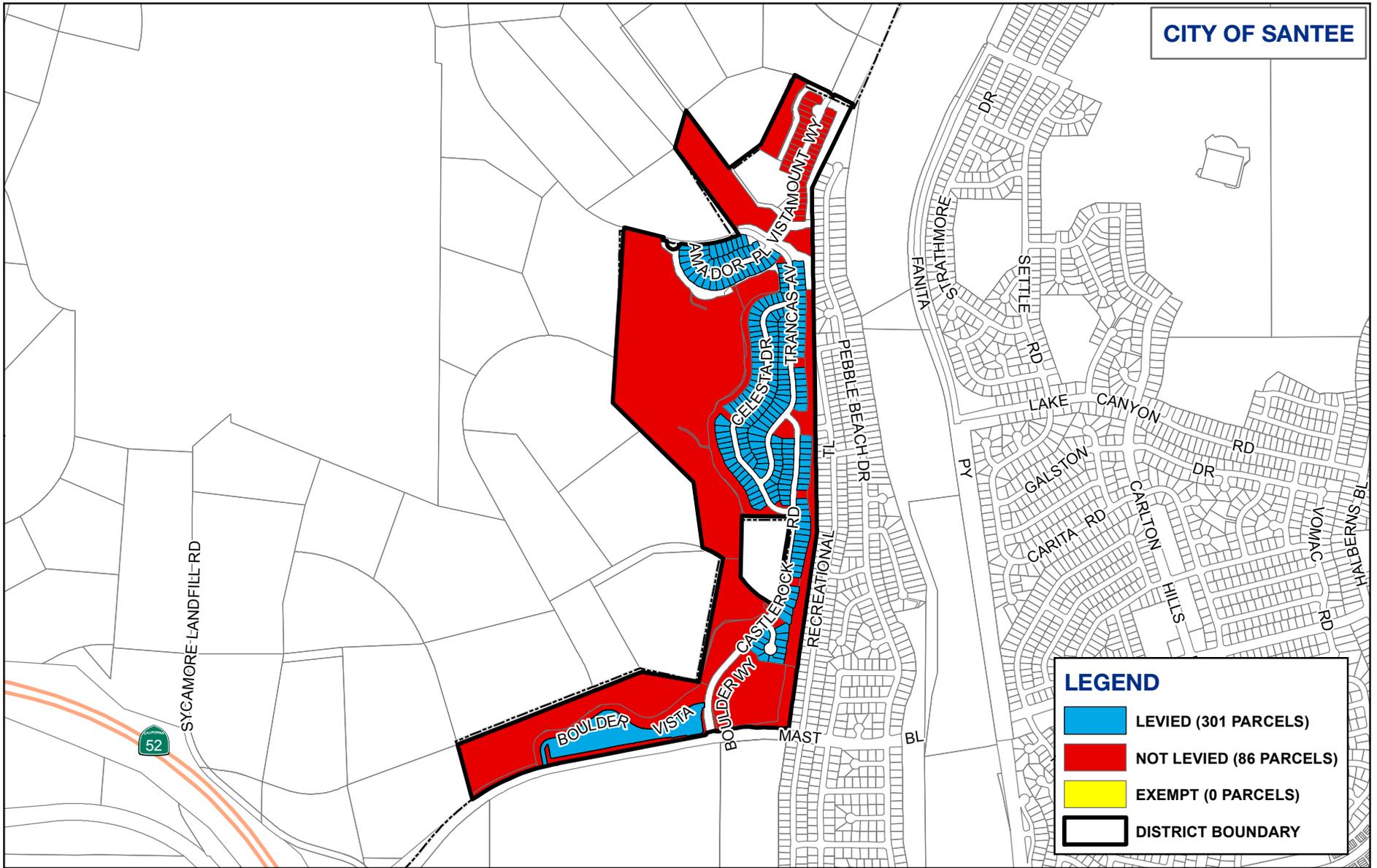




COMMUNITY FACILITIES DISTRICT NO. 2017-1



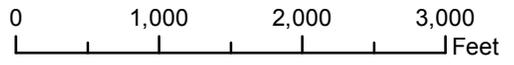
CITY OF SANTEE



LEGEND

- LEVIED (301 PARCELS)
- NOT LEVIED (86 PARCELS)
- EXEMPT (0 PARCELS)
- DISTRICT BOUNDARY

COMMUNITY FACILITIES DISTRICT NO. 2017-2



**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF SANTEE
AND
[CONSULTANT]**

This Agreement for Professional Services (“Agreement”) is made and entered into this [DAY] day of [MONTH], [YEAR], by and between the City of Santee, a California charter city (“City”) and [CONSULTANT], a [corporation, partnership, LLC or LLP, sole proprietor, etc.] (“Consultant”). City and Consultant are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. City is a charter city and is in need of professional services for the following project: _____ (“the Project”).
- B. Consultant is duly licensed and/or has the necessary qualifications to provide such services for the Project.
- C. The parties desire to establish the terms for the City to retain the Consultant in order to provide the services described herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services

Consultant shall provide the City with the services described in the Scope of Services attached hereto as [Exhibit ‘A’](#) and hereby made a part of this Agreement; provided, however, that the contents of this Agreement shall supersede any provision in [Exhibit ‘A’](#) that is inconsistent herewith.

2. Compensation

- a. Subject to paragraphs 2(b) - (d) below, City shall pay for the services provided by Consultant in accordance with the Schedule of Charges set forth in [Exhibit ‘B’](#) attached hereto and hereby made a part of this Agreement; provided, however that the contents of this Agreement shall supersede any provision in [Exhibit ‘B’](#) that is inconsistent herewith.
- b. In no event shall the total amount paid for services rendered by Consultant pursuant to this Agreement exceed the sum of \$_____. This Agreement is subject to and contingent on budgetary appropriations being approved by the City Council for each fiscal year during the term of this Agreement. If such appropriations are not approved, the Agreement will be immediately terminated without penalty to the City.

- c. Each month Consultant shall furnish City with an invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by categories, including labor, travel, materials, equipment, supplies, sub-consultant charges and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in paragraph 2(d). In the event any charges or expenses are disputed, the invoice shall be returned to the Consultant for correction and resubmission.
- d. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice; provided however, that untimely invoices may be subject to nonpayment if funding has not been appropriated or budgeted for payment of the invoice due to Consultant's untimely submission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in the work performed by Consultant.

3. Additional Work

Consultant shall not be compensated for any services outside of the Scope of Services, except as provided in this paragraph. If changes in the work seem merited by Consultant or the City, a change in the scope of the work shall be processed by the City in the following manner: (1) a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule, (2) an amendment to this Agreement shall be prepared by the City and executed by both parties before performance of such services or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records

Books, documents, papers, accounting records, and other evidence pertaining to work done and costs incurred pursuant to this Agreement shall be maintained by Consultant and made available for inspection, audit and copying by the City at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under the Agreement.

5. Ownership and Use of Work

All documents and materials prepared pursuant to this Agreement shall be considered the property of City, and will be turned over to City upon demand, but in any event upon completion of the work. City reserves the right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other documents and materials prepared under this Agreement without the permission of Consultant. All documents and materials shall be delivered in a reproducible form. As used herein, "documents and materials" include, but are not limited to, any original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, and computer files prepared or developed pursuant to this Agreement.

6. Findings Confidential

Any reports, information, data or materials given to or prepared or assembled by Consultant under this Agreement are confidential and shall not be made available to any individual or organization by Consultant without prior written approval of City.

7. Conflict of Interest

Consultant hereby expressly covenants that no interest presently exists, nor shall any interest, direct or indirect, be acquired during the term of this Agreement that would conflict in any manner with the performance of services pursuant to this Agreement.

8. Term of Agreement and Time of Performance

Consultant shall perform its services hereunder in a prompt and timely manner, and in accordance with the Activity Schedule shown in [Exhibit 'C'](#) attached hereto and made a part hereof; provided, however, that the contents of this Agreement shall supersede any provisions in [Exhibit 'C'](#) that is inconsistent herewith. Work shall commence upon receipt of a written Notice to Proceed from the City. The Notice to Proceed shall set forth the date of commencement of the work. Unless a different date is set forth in the Activity Schedule, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement unless terminated sooner pursuant to the provisions of this Agreement or when the services are complete. Such term may be extended upon written agreement of both City and Consultant.

9. Delays in Performance

Neither the City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances

include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

10. Compliance with Law

- a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. If Consultant's failure to comply with applicable laws, ordinances, codes and regulations results in a claim for damage or liability to City, Consultant shall be responsible for indemnifying and holding the City harmless as provided in this Agreement.
- b. Consultant shall assist the City, as requested, in obtaining and maintaining all permits, if any, required of Consultant by federal, state and local regulatory agencies.

11. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

12. Assignment and Subconsultants

Consultant shall not assign, delegate, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. A consent to one assignment shall not be deemed to be consent to any subsequent assignment. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

13. Independent Consultant

Consultant is retained as an independent Consultant and is not an agent or employee of the City. No employee or agent of Consultant shall by this Agreement become an agent or employee of the City. The work to be performed shall be in accordance with the work described in [Exhibit 'A'](#), subject to such directions and amendments from the City as herein provided. Consultant shall have no authority,

express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Consultant enters into this Agreement as, and shall continue to be, an independent consultant. All services shall be performed only by Consultant and Consultant's employees, if applicable. Under no circumstances shall Consultant, or any of Consultant's employees, look to the City as his or her employer, or as a partner, agent or principal. Neither Consultant, nor any of Consultant's employees, shall be entitled to any benefits accorded to City employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant's expense, and in Consultant's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for conducting the services.

14. Integration

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

15. Insurance

a. Commercial General Liability

- (i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.
- (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
 - (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
- (iii) Commercial General Liability Insurance must include coverage for the following:
 - (1) Bodily Injury (including death) and Property Damage
 - (2) Personal Injury/Advertising Injury

- (3) Premises/Operations Liability
 - (4) Products/Completed Operations Liability
 - (5) Aggregate Limits that Apply per Project
 - (6) Explosion, Collapse and Underground (UCX) exclusion deleted
 - (7) Contractual Liability with respect to this Contract
 - (8) Broad Form Property Damage
 - (9) Independent Consultants Coverage
 - (10) Sexual Misconduct Coverage, with no applicable sublimit
- (iv) All such policies shall name the City of Santee, its City Council and each member thereof, its officers, employees, and agents as Additional Insureds under the policy.
 - (v) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City. All deductibles and self-insured retentions must be declared to the City prior to commencing work under this Agreement.

b. Automobile Liability

- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain Automobile Liability Insurance for bodily injury (including death) and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.
- (ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).
- (iii) The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the City.

c. Workers' Compensation/Employer's Liability

- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.
- (ii) Such insurance shall include an insurer's Waiver of Subrogation in favor of the City and will be in a form and with insurance companies acceptable to the City.
- (ii) If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City.
- (iii) Before beginning work, the Consultant shall furnish to the City satisfactory proof that he/she has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. Consultant shall require all subconsultants to obtain and maintain, for the period covered by the work under this Agreement, worker's compensation of the same type and limits as specified in this Section.

d. Professional Liability (Errors and Omissions)

- (i) At all times during the performance of the work under this Agreement and for 60 months following the date of Project completion and acceptance by the City, the Consultant shall maintain Professional Liability insurance, in a form and with insurance companies acceptable to the City and in an amount indicated herein; provided, however, that if the work under this Agreement involves teaching, coaching, or childcare, Consultant shall provide Educators Legal Liability ("ELL") insurance in lieu of Professional Liability insurance

e. Pollution/Asbestos Legal Liability

- (i) At all times during the performance of the work under this Agreement and for sixty (60) months following the date of Project completion, the Consultant shall maintain Pollution Legal Liability insurance and/or Asbestos Legal Liability insurance and/or Errors and Omissions (if the Project involves environmental hazards) in an amount indicated herein.

- (ii) The Consultant, along with all employees, agents and subconsultants who have a reasonable probability of coming into contact with hazardous materials, shall be adequately trained to comply with and shall comply with all laws and regulations relating to the care and protection of the environment in the performance of the work performed by the Consultant or any portion thereof.

f. Cyber Liability

At all times during the performance of the work under this Agreement and for sixty (60) months following the date of Project completion, the Consultant shall carry and maintain, at its own expense, including any City-approved deductibles or retentions, Cyber Liability insurance in an amount stated herein. The Cyber Liability policy must include security and privacy liability, media liability, business interruption and extra expense, and cyber extortion liability, as specified by the City. Such coverage is required if Consultant provides products and/or services related to information technology and electronic data processing (including hardware and software) to the City or as otherwise required by the City.

g. Minimum Policy Limits Required

- (i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury (including death), personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury (including death) and property damage
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Professional Liability / ELL	\$1,000,000 per claim and aggregate (errors and omissions)
Pollution/Asbestos Liability	\$1,000,000 per occurrence or claim/\$2,000,000 aggregate (if Project involves environmental hazards)
Cyber Liability Insurance	\$1,000,000 per occurrence/\$2,000,000 aggregate (if Project involves electronic data)

processing or development of hardware or software)

If Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

h. Evidence of Insurance Required

- (i) Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative, Certificate of Insurance (most recent version of Acord 25 Form or equivalent), and Additional Insured Endorsement verifying compliance with the requirements. All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

i. Policy Provisions Required

- (i) The City of Santee, its City Council and each member thereof, its officers, employees, and agents shall be named as an additional insured on the Commercial General Liability policy, and, if the Project involves environmental hazards, on the Pollution/Asbestos Liability policy using form 2010 1185 or equivalent. Any subconsultant, subcontractor or similar entity performing work on the Project must add the City as an additional insured using CG form 20 38, or broader coverage. Blanket endorsements may be accepted at City's discretion. All policies shall contain or shall be endorsed to contain a provision that advanced written notice of any cancellation, including cancellation for non-payment of premium, shall be provided to the City. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on endorsements. At the City's sole discretion, the requirement to endorse policies to provide advanced written notice of cancellation to the City may be waived upon the Consultant's agreement that it shall provide the City with copies of any notices of cancellation immediately upon receipt.

- (ii) General Liability, Automobile Liability, and if required, Pollution Liability insurance policies shall contain a provision stating that the Consultant's policies are primary insurance and that the insurance of the City or any named additional insureds shall not be called upon to contribute to any loss.

j. Qualifying Insurers

- (i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State. Such insurance carrier shall have not less than an 'A' policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide. Due to market fluctuations in the Workers Compensation sector, the City reserves the right and at its sole discretion to review and accept the Consultant's proposed Workers compensation insurance.

k. Additional Insurance Provisions

- (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (ii) If at any time during the life of the Agreement, the Consultant fails to maintain in full force any insurance required by the Agreement documents the City may terminate the Agreement or may elect to withhold compensation in an amount sufficient to purchase insurance to replace any expired or insufficient coverage.
- (iii) The Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants shall be subject to all of the requirements stated herein.
- (iv) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.
- (v) Neither the City, nor its City Council, nor any member of thereof, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Contract.

16. Indemnification

To the fullest extent permitted by law, Consultant agrees to indemnify, defend (with independent counsel approved by the City) and hold harmless the City and its officers, employees and elected and appointed officials, and volunteers (each, an "Indemnified Party") from and against any and all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type, expressly including but not limited to those arising from bodily injury (including death) or property damage, arising out of or resulting from any act or omission to act of the Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant under this Agreement. The Consultant's obligations apply regardless of whether or not a liability is caused or contributed to by the negligence (including passive negligence) or other act or omission of an Indemnified Party. The acceptance or approval of the Consultant's work by an Indemnified Party shall not relieve or reduce the Consultant's indemnification obligation. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, agents, employees or representatives. The provisions of this Section shall survive completion of the work under this Agreement or the termination of this Agreement and are not limited by the provisions relating to insurance.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

17. Confidentiality

Consultant shall keep confidential all information, in whatever form, produced, prepared, observed or received by Consultant to the extent that such information is confidential by law or otherwise required by this Agreement.

18. Laws, Venue, and Attorneys' Fees

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

19. Termination or Abandonment

- a. City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- b. Consultant may terminate this Agreement at any time upon thirty (30) days written notice of termination to City.
- c. If either Consultant or City fails to perform any material obligation under this Agreement, then, in addition to any other remedies, City or Consultant may terminate this Agreement immediately upon written notice.
- d. Upon termination of this Agreement, all property belonging to City which is in Consultant's possession shall be returned to City. Consultant shall furnish City with a final invoice for work performed by Consultant. City shall have no obligation to pay Consultant for work performed after termination of this Agreement.

20. Organization

Consultant shall assign _____ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed as shown below and shall be effective upon receipt thereof.

CITY:	CONSULTANT:
Name	Attn:
Title:	Title
City of Santee	Company
10601 Magnolia Avenue	Address
Santee, CA 92701	Address

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Severability and Waiver

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Agreement shall not constitute a waiver of any other portion thereof.

24. Non-discrimination

Consultant will comply with all applicable federal, state and local laws, ordinances, and regulations, including the Americans with Disabilities Act (ADA), California Fair Employment and Housing Act (FEHA) and Title VII of the Civil Rights Act of 1964. Consultant will not discriminate in any way, against any person, on the ground of race, color, national origin, religion, religious creed, age (over 40), sex and gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, gender identity, gender expression, disability (mental and physical), medical condition, genetic information, marital status, or military and veteran status, in connection with services under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SANTEE:

CONSULTANT:

By: _____
Marlene D. Best
City Manager

By: _____

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____

EXHIBIT 'A'
SCOPE OF SERVICES

EXHIBIT 'B'
SCHEDULE OF CHARGES

EXHIBIT 'C'
ACTIVITY SCHEDULE