



REQUEST FOR PROPOSALS FOR CALIFORNIA ENVIRONMENTAL QUALITY ACT ON-CALL CONSULTING SERVICES

On-Call Environmental Services

Release Date: October 7, 2019

Submittal Deadline: Wednesday, October 23, 2019
At 3:00 p.m.

Community Development Department
400 South Imperial Avenue, Suite 101
Imperial, CA 92251
(760) 355-3326
www.cityofimperial.org

1. **Introduction**

The City of Imperial, California invites professional firms to submit proposals to provide On-Call Environmental Consultant Services. The City of Imperial needs to have an On-call Environmental Consultant to review environmental documents submitted by private development or for the preparation of environmental documents for City projects. The costs associated with review of environmental documents by private development will be paid by the applicants as part of the application fees.

2. **Purpose**

The City of Imperial ("City") Community Development Department requests written responses to a Request for Proposal (RFP) for selection of an On-Call Environmental Consultant ("Consultant") to provide environmental consulting services for one or more proposed projects including, but not limited to, general plan amendments, rezones, plot plans, tentative subdivision maps, conditional use permits, transportation plans and specific plans.

The Consultant will be responsible for the preparation of Environmental Impact Reports (EIR), Environmental Impact Statements (EIS), Negative Declarations, Mitigated Negative Declarations, technical studies and other California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) documentation for proposed projects. The Consultant must be willing to work collaboratively with, and manage the work of, other members of the environmental analysis team.

The City will, based on qualifications presented in response to this RFP, select the firm(s) best able to provide environmental consulting services for upcoming private and City initiated projects.

3. **The City of Imperial**

The City of Imperial is located in the center of Imperial County in California's southeastern desert region. Incorporated in 1904, the City of Imperial is the oldest city in the county, and it is currently the fast growing city in the Imperial Valley with an estimated population of 19,321 people according to latest population estimated from the State Department of Finance.

4. **Scope of Work**

The City has described the proposed scope of services in Exhibit A attached to this RFP which is incorporated herein by reference.

5. **Additional Environmental Consultant Responsibilities**

The Consultant shall be responsible for completing the specified services in accordance with the City's Professional Services Agreement (Exhibit B).

6. **Term**

The term of the agreement shall be determined upon need of services and consistent with the City's policies.

7. **Proposal Requirements**

The proposal shall clearly address all of the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized and contain all information as specified below:

- A. **Cover Letter:** Maximum of two pages serving as an Executive Summary which shall include an understanding of the scope of services. The RFP shall be transmitted with a cover letter that must be signed by an official authorized to bind the consultant contractually. That letter accompanying the RFP shall also provide the name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.
- B. **Introduction/Information:** Introduction of the service proposal, including a statement of understanding for the types of services contemplated. Provide a discussion on how the objectives of the scope of services will be accomplished. Provide the name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual to contact if further information is required. Any participating firms and proposed subconsultants shall be identified and included in the proposal (all subconsultants must be approved by City prior to signing the agreement with City).
- C. **The firm's approach to delivering the scope of services.** Provide a description of the firm's approach to communicating effectively with City staff and officials, other jurisdictional stakeholders, and the public, to facilitate successful delivery of assigned tasks.
- D. **Firm Profile:** Provide a description of the firm, including number of professional personnel, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of particular expertise, etc.

- E. Location of principal office that will be responsible for the implementation of this contract.
- F. Resume of the Lead Consultant.
- G. Key Personnel: Provide a summary description of the key personnel who will be involved in this project, their roles and responsibilities, and their experience in similar past projects. The proposal must name a project manager. In addition to this summary, full resumes should be provided.
- H. Identify at least five (5) successfully completed projects of a similar nature, preferably with direct involvement of municipal government in California. Each project listed shall include the name of the agency, project manager, phone number, and description of work performed. Consulting project currently underway may also be submitted for consideration.
- I. Cost Proposal (including hourly rate) for services. Include any subconsultant's fee schedule, if applicable. This should include hourly billable costs of each team member; project manager, associate and various titles.
- J. Any other information which should be considered, such as any special services or customer service philosophy which define your firm's practices.
- K. Other Requirements: Provide a declaration regarding existing potential conflict of interest; i.e., other projects or commitments which might impair or undermine the consultant's ability or credibility regarding the proposed services. The firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation, and vehicle coverage including comprehensive and collision insurance naming the City of Imperial as additional insured. The proposal shall state whether such insurances will be in force at time of contract execution.

8. Submittal

Proposal responses must adhere to the requirements outlined in this section. The original proposal and each subsequent copy must be submitted on paper, property bound, appropriately tabbed and labeled in the following order:

Three (3) bound copies, one (1) color digital Microsoft word copy, and one (1) color digital pdf copy of the proposal must be submitted no later than 3:00PM , Wednesday, October 23, 2019. Postmarks and faxes are not acceptable. Proposals must be titled "RFP On-Call Environmental Services." All proposals and questions regarding this RFP shall be directed in writing to:

Debra Jackson, City Clerk
City of Imperial
420 S. Imperial Avenue
Imperial, CA 92251

All proposals shall be submitted in sealed envelope(s) and shall be clearly marked:

“SEALED PROPOSAL- DO NOT OPEN WITH REGULAR MAIL.”

Proposals received after the due date and time will be returned unopened. Faxed proposals will not be accepted. Hand carried proposal will be accepted before the response due date during normal business hours.

All costs associated with preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a maximum of 6 pages, using minimum 12 point font size. Electronic copies of the proposal will not be accepted.

Questions regarding this Request for Proposal may be directed to Othon Mora, Community Development Director, City of Imperial Community Development Department, 400 South Imperial Avenue, Suite 101; Imperial, CA 92251 or via email at omora@cityofimperial.org. All questions should be submitted in writing and all prospective consultants will receive copies of the questions and responses.

Last day to submit questions is October 21, 2019 by 12:00pm (noon).

Schedule

Release Date	Monday, October 7, 2019
Submittal Date	Wednesday, October 23, 2019
Award Date	Wednesday, November 6, 2019
Notice to Proceed Date	Monday, November 25, 2019
Completion Date	N/A- Ongoing services- On-call

9. Amendments to Request for Proposal

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date.

10. Non Commitment of City

The City reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal reviewed. The City may reject any proposal that does not conform to the instructions provided in this RFP. Additionally, the City reserves the right to negotiate all final terms and conditions of any proposal received before entering into a final contract.

11. Conflict of Interest

The consultant shall disclose any financial, business, or other relationships with City that may have an impact on the outcome of this contract or any resulting project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract.

12. Proposal Evaluation/Selection

An evaluation committee will review each proposal. The following evaluation criteria will be used in selecting a consultant:

1.	General firm and individual experience:	10 points
2	Specific experience as it pertains to the Scope of Work outlined in Exhibit A:	20 points
3.	Capacity to perform the Scope of Work and ability to conclude the work in a timely manner:	15 points
4.	Staff experience:	15 points
5.	Ability to provide a local presence during the process:	20 points
6.	Cost of Services	15 points
7.	Overall responsiveness to this RFP:	5 points
	TOTAL VALUE:	100 points

After reviewing all submissions, the selection team may request to meet with its top candidates. The City of Imperial reserves the right to reject any or all proposals for any reason. Minor irregularities of the proposal may be waived at the discretion of the City.

Please note, that the lowest cost proposal will not necessarily be selected.

This RFP is not intended and should not be construed to commit the City of Imperial to contract with any proposer. All costs incurred in connection with responding to this RFP will be borne by the proposer.

After proposals are opened, all responses and documents submitted in conjunction with this RFP become public documents available for review by the public.

EXHIBIT A- Scope of Work
“CALIFORNIA ENVIRONMENTAL QUALITY ACT ON-CALL CONSULTING SERVICES”

In accordance with the California Environmental Quality Act (CEQA), the City of Imperial ("City") follows CEQA Guidelines (California Code of Regulations - Title 14, Chapter 3) as its procedures for the review of development projects and other activities to ensure that the environment of the State is protected and enhanced. Pursuant to these procedures, the City anticipates that the preparation of environmental document(s) may be required for potential future projects. Due to the potential for project schedules to overlap, the City may ask several firms to provide consulting services and the firm(s) may subsequently be asked to provide written proposals for more than one project. The selected consultant(s) may be asked to provide a variety of professional services and prepare environmental documents (such as Environmental Impact Reports, Mitigated Negative Declarations, Negative Declarations, Initial Studies, and/or technical studies) in compliance with the requirements of CEQA and NEPA. Typical environmental impacts which will need to be assessed include but are not limited to

Aesthetics	Mineral Resources
Agricultural & Forestry Resources	Noise
Air Quality	Population/Housing
Biological Resources	Public Services
Cultural Resources	Recreation
Energy	Transportation
Geology/Soils	Tribal Cultural Resources
Greenhouse Gas Emissions	Utilities/Service Systems
Hazards & Hazardous Materials	Wildfire
Hydrology/Water Quality	Mandatory Findings of Significance
Land Use/Planning	

The selected consulting firm must be prepared to effectively address the following:

- A. Assist City staff in managing the environmental processing for private development projects and City initiated projects, including preparation of environmental documents, attendance at public meetings, regular interface with City staff and other City consultants, and attendance at regularly scheduled coordination meetings as necessary when work is in progress.
- B. Communicate, cooperate and team with specialized environmental consultants and City staff and other City consultants as necessary.
- C. Demonstrate the depth and breadth of the firm to provide a full range of environmental consulting services capable of meeting the needs of any given private development or City initiated project.
- D. Provide strong emphasis on the management of multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget. Subconsultants

may be utilized for various technical reports. The City reserves the right to require the use of approved subconsultants, particularly with respect to traffic reports, and not permit the use of subconsultants that have not been approved.

EXHIBIT B- Professional Services Agreement

“CALIFORNIA ENVIRONMENTAL QUALITY ACT ON-CALL CONSULTING SERVICES”

This PROFESSIONAL SERVICE AGREEMENT (“AGREEMENT”), is made and entered by and between the City of Imperial, a municipal corporation of the State of California (“Agency”) and _____ (“CONSULTANT”).

RECITALS

Whereas, Agency desires to engage Consultant to perform certain professional services, as provided herein; and

WHEREAS, the Consultant is qualified and desires to accept such engagement

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

I. TERM

This AGREEMENT shall commence on ____ day of July, 2019 and shall remain and continue in effect until tasks described herein are completed, but in no event later than _____ unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

IV. AGENCY MANAGEMENT

Agency’s City Manager shall represent AGENCY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT. Agency’s City Manager

shall be authorized to act on AGENCY's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section V hereof.

V. PAYMENT

A. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services. The Agency Manager may approve additional work but in no event shall the total amount to be paid pursuant to this AGREEMENT exceed ten-thousand dollars (\$10,000.00) without prior approval by the Agency City Council.

B. CONSULTANT shall submit an invoice in an amount not to exceed _____ upon completion of Tasks called for by this AGREEMENT. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within thirty (30) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least five (5) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the AGENCY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section V.

VII. DEFAULT OF CONSULTANT

A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work

hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.

B. If the AGENCY Manager, or his designee, determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have five (5) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the AGENCY with a written plan for the cure of the default, the AGENCY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the AGENCY and may be used, reused, or otherwise disposed of by the AGENCY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the AGENCY, at the CONSULTANT's office and upon reasonable written request by the AGENCY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to AGENCY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY's sole or active negligence.

B. Duty to defend

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, CONSULTANT shall defend the AGENCY at CONSULTANT's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and AGENCY, as to whether liability arises from the sole or active negligence of the AGENCY or its officers, employees, or agents, CONSULTANT will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Attachment D attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.

B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this

AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The AGENCY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the AGENCY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the AGENCY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of AGENCY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this AGREEMENT.

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the AGENCY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives AGENCY notice of such court order or subpoena.

B. CONSULTANT shall promptly notify AGENCY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit,

arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, AGENCY's right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.

XVI. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To AGENCY:	City of Imperial 420 South Imperial Avenue Imperial, CA 92251 Attention: City Manager's Office
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To CONSULTANT:	(CONSULTANT NAME)
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XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. CONSULTANT may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. Should he/she leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

XIX. GOVERNING LAW

The AGENCY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the AGENCY.

XX. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of AGENCY's Request for Proposal, Attachment "A" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the CONSULTANT, Exhibit "D" hereto. In the event of conflict, the requirements of AGENCY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.