



REQUEST FOR PROPOSALS

For The Preparation Of An

ECONOMIC DEVELOPMENT STRATEGIC PLAN

For The

CITY OF ALAMEDA

March 3, 2016

Due Date: March 28, 2016

I. Introduction

The City of Alameda, California is known as the Island City and is often referred to as the “Jewel by the Bay.” This unique community of approximately 76,638¹ residents in the San Francisco Bay Area is connected to the East Bay mainland by four bridges and two subterranean tubes, and by ferry service to San Francisco. The Oakland International Airport/FedEx Bay Area hub is seven miles away from downtown Alameda and less than 15 minutes by car from Alameda’s major business parks. The City is centrally located near main transportation arteries. Bay Area Rapid Transit (BART) stations are minutes away by bus, shuttle, or car. The AC Transit Transbay bus line to San Francisco runs every weekday in 15 to 30 minutes intervals during commute hours.

The community is proud of its history and small-town charm, with an abundance of tree-lined streets, working marinas, good public schools in safe and walkable neighborhoods, well-maintained historic districts and many innovative and acclaimed companies. Businesses such as Peet’s Coffee & Tea roasting facility, Makani-Google, Abbott Diabetes Care and VF Outdoor (North Face) are located here. Alameda is also home to the College of Alameda and is in close proximity to the University of California, Berkeley and California State University, East Bay.

The City owns and operates Alameda Municipal Power, an electric utility serving the needs of all Alameda residents and businesses. The City also owns and privately manages the 45-hole Chuck Corica Municipal Golf Complex. The City is currently developing an 878-acre decommissioned naval air station at Alameda Point. Aside from this opportunity, there are a limited number of sites for new commercial development.

Like many other Bay Area cities, Alameda is encountering strong market demand and regulatory pressure for more housing development. Housing developments that require rezoning of the City’s limited industrial sites must be strategically considered, as additional housing could intensify public concerns about traffic on the island and impact future economic development and workforce opportunities.

The City is seeking a consultant or a team of consultants (Consultant Team) to prepare an Economic Development Strategic Plan (EDSP) that builds on the economic development work already completed or underway in Alameda. The Consultant Team will work with the community to understand the community’s economic development concerns and interests and to help guide the discussion about what is feasible in Alameda with respect to economic development. It is expected that the selected firm will prepare an EDSP that contains specific economic development goals, strategies and an Implementation Plan, outlining timing, anticipated costs and funding source for each Implementation Action. The selected Consultant Team will be one that has demonstrated experience in the preparation of economic development strategic plans for local jurisdictions. The City views effective public and business community outreach, and high-quality, user friendly, graphic design documents, as important to the creation of this plan.

¹ California Department of Finance estimate, 1/1/2015.

II. Previous Policy Documents and Studies

The City prepared an EDSP in 2000, with three supporting documents: Economic Development Criteria; Retail Baseline Report (November 1999); and a Baseline Employment and Growth Opportunities Report (October 1999). The City revised the [EDSP in 2008](#) using a community-wide, scientific survey. In addition, the planning and management of development at Alameda Point—part of the former Naval Air Station Alameda (NAS Alameda)—references several previous studies and adopted plans and regulations. A detailed list of documents to support the scope of work is contained in Exhibit A. All referenced documents should be considered when developing the EDSP.

III. Scope of Work, Fee Proposal, and Schedule

The detailed Scope of Work (by task) for the EDSP is attached as Exhibit A. The City looks to the Consultant Team to present a cost-effective fee proposal to complete the Scope of Work. The estimated schedule for completion of the report, including involvement of the community and an EDSP Ad Hoc Committee is six months. This will allow time for scheduling, receiving, and incorporating Planning Board/City Council input. The Consultant Team must be available for any scheduling delays.

IV. Submittal Requirements

The City is requesting that submitted proposals contain the following information in the ensuing order:

1. Letter of Interest: a letter expressing the Consultant Team's interest in being considered for the EDSP. Please include a statement regarding the Consultant Team's availability to dedicate time, key project staff and resources to this work over the next six months (1-page maximum).
2. Project Understanding and Approach: a statement demonstrating your understanding of the proposed project and of Alameda's business climate. Describing your approach to completing the Proposed Scope of Work, a competitive fee proposal and a schedule. Explain how the Consultant Team will leverage work that has been previously conducted to achieve completion of the project as efficiently and effectively as possible. Please discuss any ideas for cost-effectively modifying, clarifying, or improving the Proposed Scope of Work (3-page maximum).
3. Team Organization and Description: Provide a description of each of the individual firms that will be a part of the Consultant Team; their role on the Consultant Team and involvement in each task; how the Consultant Team will be organized; and who will be the lead member of the Consultant Team (5-page maximum).
4. Project Manager/Key Staff/Team Experience: Please include information about the specific relevant experience and billing rates for the proposed Project Manager, the Principal-in-Charge (if that person is different from the Project Manager) and all other applicable staff. A Project Manager must be designated and must be the principal contact for the City. Please include information describing the experience of the Project Manager, key staff, and/or major sub-consultants with similar projects. Please highlight and provide three of the most recent examples of experience with developing municipal economic development strategic plans and successful consensus-building in a

community engagement process. Please provide references for each example cited, including phone number and email address of contacts. References for each example cited for the Project Manager, key staff, and major sub-consultants are required (5-page maximum).

5. Scope, Fee Proposal, and Schedule. Based on the Proposed Scope of Work, please provide a detailed scope of work, task-by-task fee proposal and task-by-task schedule. Applicants are encouraged to critically evaluate the Proposed Scope of Work (Exhibit A) and recommend revisions to achieve a better EDSP, or a more efficient use of time and resources.
6. Comments/Questions on the City Standard Consultant Agreement: The City standard consultant agreement is attached for your consideration (see Exhibit B, "City Standard Consultant Agreement"). If the Consultant Team has any questions/concerns related to any provisions of the standard form contract, they must be submitted in writing with your response to this Request for Proposals.

V. Selection Process

Based upon the submitted written responses to this RFP, the City's selection team will review and rank the proposals according to the following criteria:

- A. The Consultant Team's past experience and results with similar projects (25 percent)
- B. The quality and experience of the Project Manager and key staff persons who will be working on the project (20 percent)
- C. The Consultant Team's demonstrated understanding of the proposed project and the Alameda community, and of the need for an efficient and effective approach to successfully completing the project (20 percent).
- D. The Consultant Team's ability to deliver a high-quality, user friendly, hard and soft EDSP document with a competitive fee proposal and a six-month schedule. Total project cost and a practical, efficient approach to performing the Scope of Work will be among the major factors in selecting a Consultant Team (35 percent)
- E. The Consultant Team's ability to meet the City's standard contract requirements, attached as Exhibit B (confirmation is required in order to be eligible to submit proposal)

City staff will select a maximum of four (4) Consultant Teams to interview. Staff anticipates interviewing Consultant Teams between Monday, May 2 and Wednesday, May 4, selecting a preferred consultant and completing contract scope negotiations by mid-May.

The City will not discriminate against any interested firm or individual on the grounds of race, creed, color, sex, age, disability or national origin in the contract award. The City reserves the right to reject any and/or all proposals at its discretion.

VI. Submittal Instructions

Please submit four (4) hard copies of the proposal and one electronic pdf version of the proposal on a flash drive by 3:00 PM on Monday, March 28, 2016, to the following address:

Eric Fonstein
Development Manager
2263 Santa Clara Avenue, Room 120
Alameda, California 94501

Late proposals will not be accepted regardless of postmark.

VII. Questions

Eric Fonstein, Development Manager, efonstei@alamedaca.gov or 510-747-6895, is available to answer questions regarding the RFP.

Exhibits

Exhibit A: Scope of Work for the Economic Development Strategic Plan

Exhibit B: City Standard Consultant Agreement

Exhibit A: Scope of Work

The following Scope of Work is provided to guide and not limit the Consultant Team. The Scope of Work outlined below is the minimum required. It is intended to produce an Economic Development Strategic Plan that focuses on the deliberate thoughtful economic growth in Alameda for the next five years, with a focus on the next two years. The goal is to develop economic development programs, initiatives and polices to support business, grow Alameda's real estate and sales tax base, retain businesses and jobs, grow the workforce, and strategically grow targeted business sectors. The Plan should contain a list of achievable goals and the steps necessary for implementing activities that have the greatest potential for creating and retaining jobs, as well as strengthening the local tax base in Alameda. The Scope of Work shall include the following tasks:

Task 1: Review City Documents; Attend Kick-off Meeting

The purpose of Task 1 is to ensure the Consultant Team is familiar with all pertinent economic development policy documents and initiatives and, most importantly, based on its review and discussions with staff, prepares an approach to integrate planned development in Alameda with future economic development growth strategies and market growth trend factors.

The City's current economic initiatives include the following:

- Island Made
- Shop Local Campaign
- Focused strategies to recruit and retain business park businesses
- Welcome New Business Campaign
- Façade Grant Program
- Key Sector Analysis Strategies Initiative
- Engage Alameda Business Initiative
- Workforce Development Initiative

The major policy documents for review include (<http://alamedaca.gov/business/strategic-plan>):

- 2000 Economic Development Strategic Plan
- 2004 Alameda Citywide Retail Policy
- 2005 Webster District Strategic Plan
- 2008 Park Street Gateway District Strategic Plan
- 2008 Update to the Economic Development Strategic Plan
- 2012 Alameda Point Economic Development Strategy
- 2015 City of Alameda Workforce Development Strategy
- Quarterly Sales Tax reports to City Council (<http://alamedaca.gov/finance/quarterly-sales-tax-reports>)
- City's current marketing materials: maps of commercial and retail districts, visitors' brochure, restaurant guide, Island Shopper materials and bi-monthly business newsletters (<http://alamedaca.gov/business>)
- Other relevant information as necessary to provide a comprehensive Economic Development Strategic Plan

As part of Task 1, the Consultant Team shall attend and speak (if necessary) at the City Council meeting at which the consultant contract is approved.

Immediately upon execution of the contract, the Consultant Team will review the listed documents. Upon completion of the review of the documents, the Consultant Team will participate in and analyze information from kick-off meeting with City staff and a separate kick-off meeting with the EDSP Ad Hoc Committee to:

- discuss project goals, identify potential constraints or issues, and community involvement strategies; and
- review the scope, schedule, and deliverables.

Following the meetings, the Consultant Team will provide:

- a memorandum detailing the approach for developing the background report for the ESDP; and
- a detailed project schedule, including planned dates for submittal of drafts and final versions of deliverables.

Meetings:

- Attend City Council meeting to introduce Consultant Team
- Kick-off meeting with City staff
- Kick-off meeting with EDSP Ad Hoc Committee

Deliverables:

- Memorandum on approach for developing the background report for the ESDP
- Detailed Project Schedule

Task 2: Citywide Demographic and Economic Analysis

The Consultant Team will supplement the background materials identified in Task 1 with additional quantitative and qualitative analysis. Task 2 will provide the local and regional context for preparing a targeted approach and marketing plan to attract specific commercial and retail users and industry clusters to Alameda. The sub-tasks are described as follows:

2.1: Review of Existing Data – The Consultant Team will review existing demographic and socioeconomic data, employment data and labor force characteristics, sales tax revenue, and other pertinent economic and market data and studies.

2.2: Business Sector and Consumer Demand Analysis – The Consultant Team will provide a more *fine-grained* understanding of Alameda’s economy relative to the East Bay region.

This sub-task will include preparation of a market segmentation of the City’s retail, commercial, maritime, and industrial sectors. The Consultant Team will analyze:

- Alameda’s business sectors by employment size, wages, tax generation, and other relative metrics. This analysis will be placed in the context of regional trends.
- Which commercial, maritime and industrial sectors would be attracted to the City.

- The competitiveness of Alameda’s business parks, marinas, and shopping centers and districts, in terms of lease rates, rent structures, supply and quality of product, tenant mix, and performance in the context of the region.
- Alameda’s retail sectors by consumer behavior, spending volume, demographics, and where Alameda consumers live and work. This step is intended to: 1) help define Alameda’s retail market leakages and surpluses (if any); 2) who shops here (e.g., where do they live and work); 3) shape future marketing and branding efforts, and; 3) distinguish Alameda’s retail market from the surrounding and competing areas.

The Consultant Team will provide a summary analysis, interpreting the data and drawing meaningful conclusions for the City’s consideration for an overall economic development strategy.

2.3: Research Tourism and Visitor Destinations – The Consultant Team will analyze Alameda’s popular leisure destinations (such as Spirits Alley, the marinas, Chuck Corica Golf Course, Auctions by the Bay, Crown Beach, USS Hornet Museum, Alameda Point’s Seaplane Lagoon waterfront, etc.) considering the demographics and number of visitors, multiplier effects for local retail and hospitality sectors, City tax revenue, and the general strengths and weaknesses of tourism as an economic development strategy.

2.4: Stakeholder Focus Groups – The Consultant Team will conduct a minimum of eight (8) focus group meetings with:

- Important business sectors (e.g., maritime, clean tech/advanced manufacturing, specialty food and beverage manufacturers, hospitality, health care and biotechnology, and computer software);
- Major commercial and retail brokers, property owners, and developers; and
- City division managers (e.g., Alameda Municipal Power, Public Works, Planning, Building, Base Reuse, and Finance).

The City will coordinate these focus groups, to be scheduled back-to-back over the course of three or four days. Depending upon scheduling availability, telephone or web-based video interviews may be substituted at a different time, for one or more of the in-person focus group meetings.

2.5: SWOT Analysis - Using the results of the previous tasks, the Consultant Team will prepare a conclusive summary of Alameda’s primary strengths, weaknesses, opportunities and threats (SWOT) that directly impact economic competitiveness. The SWOT analysis will contain specific industries and user/tenant profiles that might be interested in locating and/or expanding in Alameda, and a brief explanation for why they might be interested in Alameda. The SWOT analysis must consider, among other industries, tourism and maritime economic development strategies.

2.6: Economic Development Background Report - The Consultant Team will prepare an Economic Development Background Report for public distribution that summarizes the key findings from Task 2. As public documents, the Background Report and the final EDSP are envisioned to be “user-friendly”, easy-to-understand documents, organized around graphics, tables, and charts. An Executive Summary section will describe the

City's economic context, highlight the most significant findings, and identify major topics to guide public discussion.

The City intends to use the Background Report to identify its comparative advantages and to positively distinguish itself at the East Bay, Bay Area, and state levels. The Background Report will also provide the statistical and factual underpinning for the EDSP and for a Brand Development and Marketing Strategy Services RFP, which the City may issue before the completion of this EDSP scope of work.

The Consultant Team will work with City staff to identify topics for public discussion and how to best use the Background Report to guide the community engagement process.

The Consultant Team will deliver an Administrative Draft to City staff for review and present it to the EDSP Ad Hoc Committee.

Meetings:

- Attend and conduct a minimum of eight (8) focus group meetings
- Presentation of the Administrative Background Draft Report to City staff
- Presentation of the Background Report to the EDSP Ad Hoc Committee

Deliverables:

- Draft memorandum on Business Sector and Consumer Demand Analysis (Sub-task 2.2)
- Draft memorandum on the SWOT Analysis (Sub-task 2.5)
- Administrative Draft of the Economic Development Background Report (Sub-task 2.6)
- Final Economic Development Background Report (Sub-task 2.6)

Task 3: Community Engagement.

The Consultant Team will recommend a range of innovative options to engage the community in a meaningful public discussion. The points of engagement may include a combination of workshops, social media communication tools, and/or on-line public opinion instruments.

The Consultant Team will be responsible for developing content for the recommended public engagement tools and the facilitation of any public forums. These tools and the content shall be drafted while the Administrative Background Report is being developed.

The Consultant Team will present the results of the public engagement process and discuss their implications with the EDSP Ad Hoc Committee.

Meetings:

- Hold community events/workshop(s), as proposed by the Consultant Team
- Attend meeting with the EDSP Ad Hoc Committee to review the results of the community engagement process and to discuss preparation of Task 4, the Strategic Plan and Implementation Plan

Deliverables:

- Draft public engagement tools and content with the Administrative Background Draft Report
- Analyses of the public engagement feedback

Task 4: Draft Economic Development Strategic Plan and Implementation Plan

Parts of Task 4 may run concurrently with Tasks 2 and 3. The Consultant Team will incorporate the results of the previous tasks to draft an initial document framework (strategic focus areas) for review by City staff. Based on comments by City staff, the Consultant Team will prepare an Administrative Draft of the Economic Development Strategic Plan. The Strategic Plan will describe:

- Alameda’s place in the East Bay market;
- Current opportunities and challenges;
- Identification of major industries for business attraction and retention efforts; and
- Primary goals and objectives that will guide the City’s economic development efforts through the next two (short-term) and five years (longer-term).

The Implementation Plan will identify specific actions, a lead organization or department, supporting agencies and partners, funding source, and time frames. The Consultant Team will present an Administrative Draft of the EDSP and Implementation Plan to the EDSP Ad Hoc Committee for review and comment. Both documents are intended to be “user-friendly” and easy-to-understand documents, organized around graphics, tables, and charts.

After receiving comments from City staff and the EDSP Ad Hoc Committee, the Consultant Team will deliver a revised Draft EDSP to be presented to the community, Planning Board and/or City Council.

Meetings:

- As needed, attend up to three separate meetings of the EDSP Ad Hoc Committee to present and/or review changes to the Administrative Draft of the EDSP
- PowerPoint presentation of Draft EDSP to the Planning Board and/or the City Council at a public hearing

Deliverables:

- Administrative Draft of the EDSP and Implementation Plan
- Revised Draft EDSP and Implementation Plan

Task 5: Ad Hoc Committee, Planning Board and City Council Meetings, and Conference Calls

5.1: Meetings with Staff and EDSP Ad Hoc Committee

The Consultant Team will participate in regularly scheduled in-person meetings and/or bi-weekly conference calls with relevant City staff, and on an as-needed basis. The Consultant Team will regularly contact City staff to provide project updates, coordinate on the project schedule and deliverables, and gather information as needed.

5.2: Planning Board and City Council Meetings

The Consultant Team will attend up to two (2) Planning Board and two (2) City Council meetings and/or study sessions. This is in addition to the meeting related to the contract. The timing of these meetings will be finalized with City staff, but it is anticipated that the study sessions with the Planning Board and the City Council will discuss the findings of the ESDP.

Deliverables:

- Two (2) to four (4) PowerPoint presentations
- Participate in bi-weekly conference calls
- Attend regularly scheduled in-person meetings
- Attend and present at up to two (2) Planning Board and two (2) City Council meetings and/or study sessions

Task 6: Final EDSP and Implementation Plan

The Consultant Team will incorporate the input from the Planning Board, the City Council, and community members, and deliver a final Economic Development Strategic Plan and Implementation Plan.

Meetings:

- PowerPoint presentation of Final EDSP and Implementation Plan to the Planning Board and City Council during two public hearings

Deliverables:

- Final EDSP and Implementation Plan

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ___ day of _____, 20___, by and between CITY OF ALAMEDA, a municipal corporation (the "**City**"), and COMPANY, (a California corporation, partnership, sole proprietor, individual), whose address is ADDRESS, (the "**Provider**"), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: _____
City staff issued a RFP/RFQ on DATE and after a submittal period of NUMBER days received NUMBER of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.]
- D. City and Provider desire to enter into an agreement for the creation of an Economic Development Strategic Plan for the City of Alameda, upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the ___ day of _____ 20___, and shall terminate on the ___ day of _____ 20___, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total compensation for the work under this Agreement is not to exceed \$_____.

4. TIME IS OF THE ESSENCE:

Provider and City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda
Community Development Department
2263 Santa Clara Avenue, Room 120
Alameda, CA 94501
ATTENTION: Debbie Potter
Ph: (510) 747-6890

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

[Provider Name]
[Department]
[Address]
[City, State, zip]
ATTENTION: [Title]
Ph: (xxx) [xxx-xxxx] / Fax: (xxx) [xxx-xxxx]

18. SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

22. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the

successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

23. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

25. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

Signatures on next page

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

COMPANY
(A California corporation, partnership,
sole proprietor, individual)

CITY OF ALAMEDA
A Municipal Corporation

NAME
TITLE

Jill Keimach
City Manager

NAME
TITLE

RECOMMENDED FOR APPROVAL

Debbie Potter
Community Development Director

APPROVED AS TO FORM:
City Attorney

Farimah Brown
Sr. Assistant City Attorney