



City of Sonora

Administration
94 N. Washington Street
Sonora, CA 95370
(209) 532-4541 (209) 532-2738 fax
sonoraca.com

Notice of Request for Qualifications (RFQ) for Consulting Services to Conduct an Organizational Review and Financial Stabilization Study for the City of Sonora

RFQ Issue Date: October 17, 2022

Closing Date: November 30, 2022, at 3:30 pm

Proposed Solicitation

The City of Sonora, herein referred to as the “City,” is soliciting proposals from qualified consulting firms to provide an organizational review of the City’s municipal departments and develop a strategic, goal focused, sustainable fiscal strategy. The City seeks to identify key funding priorities, evaluate its current organization structure, and analyze best practices for small rural cities to maximize and improve organizational efficiency while protecting the long-term viability of the City. The City also seeks to explore through this effort 5-year cost/revenue forecasts with recommendations providing for both sustainable cost cutting and revenue increasing alternatives. Identification of growth strategies are needed to promote economic development opportunities, grow the local tax base, provide for diversity of housing options, and to maintain basic levels of service delivery. As part of the long-term growth strategy the City is seeking guidance on annexation, LAFCO processes, and land use planning.

About the City

The City of Sonora was incorporated in 1851 and is a regional retail hub with a residential population of 5,144 and a daytime population exceeding 25,000. Sonora is a General Law City with one Mayor and four (4) City Council Members elected at large operating under a council-manager form of government. The City of Sonora is the only incorporated City in Tuolumne County. Services provided by the City include administration, finance, police, planning, building, engineering, public works, and fire protection. The City has 45 full-time employees. The FY 2022-2023 General Fund Budget for the City is \$9.4 million. For the past several years the City has balanced budgets on aggressive cost cutting measures including reduced staffing levels, deferred maintenance investments, deferred wage increases, and lack of infrastructure spending.

The current year General Fund deficit is estimated at \$555,349. Federal COVID relief funding and vacant positions have backfilled the deficits of the past two (2) years. The General Fund Reserve balance is \$3.2 million. It is expected that the General Fund will be dependent upon Reserve allocations each subsequent year, reaching a nearly one-million-dollar deficit by 2026 without action. The City is facing several recent and upcoming retirements in key leadership positions while struggling to recruit because of low wages, market demands, and lack of succession planning. The City is also struggling to maintain facilities, advance critical road and public works projects, or deal with the growing issue of homelessness and the demands placed on added call volumes, fire threats, social services, and housing. Despite this discouraging financial future and our many challenges, the City enjoys the benefit of a dedicated, professional workforce, positive tribal relationships and communication, and the desire to grow knowing that the quality of life and public services we can offer residents and businesses is unmatched.

Through this planning effort, the Council seeks to include extensive community outreach and education necessary to build a shared vision around a City future focused on development, economic growth, culture, and quality of life. The City also hopes to create a plan that supports a workplace culture dedicated to competitive wages and sufficient resources and training necessary to meet the essential

service expectation of our residents and businesses. We hope to create a plan in collaboration with our partners, including our Tribal partners, focused on building relationships and capacity to address complex social issues. The Council is also committed to accountability, looking to tie performance measurements and timelines to the goals identified through this planning process. We are at a moment where trust must be built through transparency and accountability. The City looks to develop priorities and metrics based upon data driven information and fact patterns. The results of this effort should be a Five-Year Strategic Plan, uniting Community, Council, and Staff around a common purpose.

RFQ Contact

Questions regarding the RFQ should be emailed to:

Melissa Eads
City Administrator
meads@sonoraca.org

Proposal Due Date

Please submit one (1) electronic copy, one (1) unbound copy and six (6) bound copies of the proposal to the address below:

City of Sonora
94 N. Washington Street
Sonora, Ca 95370

Proposals must be received no later than 3:30 pm. On November 30, 2022. Proposals should be marked **“City of Sonora Organizational Review and Financial Stabilization Study.”** Proposals shall be delivered via US Mail, in person, or express courier to the attention of the City Administrator. Facsimile or electronic proposals will not be accepted. Proposals received after 3:30 pm on November 30, 2022, will be disqualified.

Incurring Costs

The City is not liable for any costs incurred by a proposer in the preparation and/or presentation of the proposal.

Rights to Submitted Materials

All quotes, inquiries, responses, or correspondence related to or in reference to this RFQ, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the vendor will become property of the City and a matter of public record.

Proposal Interpretations or Addenda

Any changes to this RFQ by the City will be sent to each consultant or individual to whom an RFQ was sent and posted on the City website. Such changes become an integral part of the RFQ for incorporation into any contract awarded pursuant to the RFQ. Any questions or comments regarding the RFQ must be put in writing and received by the City no later than November 10, 2022, at 2:00 p.m. Correspondence shall be emailed to meads@sonoraca.org. Inquiries received after the time stated will be returned to senders without response.

Schedule

Activity	Anticipated Date
Questions/Clarification	November 10, 2022
Deadline	November 30, 2022
Tentative Interviews	December 7, 2022
Tentative Award	December 19, 2022

Additional Services

The general services requirements describe the minimum work to be accomplished. Upon final selection of the consultant, the scope of services may be modified and refined during negotiations with the City.

Non-Discrimination

The City maintains various policies related to contractual services. Among these is an anti-discrimination policy which requires that contractors do not discriminate in hiring based on age, gender, race, religion, sexual orientation, or medical condition. Upon acceptance of a proposal the City may request that the selected consultant sign a statement affirming their compliance with this policy.

The Project Scope

With the completion of the Organizational Review and Financial Stabilization Study, the City looks to a consultant to facilitate, plan, present and complete the following:

- Work with a project steering committee to determine areas of focus for the planning process.
- Facilitate an Organizational Review including a review and analysis of the organizational structure; department operations; identification of short- and long-term challenges; basic service delivery; staffing and capital/ facility infrastructure needs; and evaluation of best practices for small rural cities.
- Complete a Budget Stabilization Study with presentation of sustainable budget scenarios including findings from the Organizational Review; a 5-year financial forecast; identification and analysis of expenditure reduction strategies; recommendations for alternative service delivery models which may include contracting opportunities, private partnerships, or consolidation; identification and analysis of revenue enhancements including but not limited to consideration of local funding alternatives, planning considerations, annexation strategies and other financial recommendations necessary to maintain city service delivery and infrastructure needs.
- Facilitate strategic goal setting workshops with Council Members and the Community necessary to guide strategic investments with limited resources and prepare for the upcoming annual budget.
- Development of an implementation plan including recommendations for financial policies; growth strategies; exploration of local funding alternatives; and methods, timelines, and prioritization of short and long-term implementation measures.
- The Team should be well versed on tribal relations, homelessness, annexation strategies and LAFCO processes, city and county finances, tax share negotiations, economic development, and public safety.

Respondents are also encouraged to include additional services above and beyond the listed scope items. The City is committed to strategic financial initiative and is flexible on process, design, and format. At a minimum, consultant should conduct and facilitate three (3) public presentations: identification of goals and strategic priorities; presentation of the draft report to include review of findings, alternatives, and recommendations; and presentation of the final report. It is also expected that one- on- one interviews will be conducted with Council Members and City Department Heads. Stakeholder interviews (number to be determined) and two (2) community level workshops are to be conducted.

The project has an initial budget of \$65,000, however the budget and scope of work will be phased based upon the proposals received.

Evaluation Criteria

Statements of Qualifications (SOQ's) shall be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ. Expensive bindings, colored displays, promotional materials, etc. are not necessary or desired. Emphasis should be placed on completeness and clarity of content. SOQ's must include sufficient information to allow the

comprehensive review and analysis of the SOQs. SOQ's lacking requested information will be considered incomplete and may be ineligible. The RFQ shall be limited to twenty (20) pages. Resumes and company qualification brochure data may be added to the 20-page RFQ, provided they are in an Appendix at the back of the RFQ. The RFQ must be typed and arranged/divided in the following sequence to facilitate evaluation:

A. Cover Letter

The cover letter shall: 1) confirm that all elements of this RFQ have been reviewed and understood; 2) include a statement of intent to perform the services as outlined; 3) express Consultant's willingness to enter into an Agreement under the terms and conditions prescribed in this RFQ and in the Sample Agreement; 4) include a brief summary of Consultant's qualifications; and 5) identify a single person for possible contact during the review process. The cover letter shall be limited to two (2) pages.

B. Statement of Understanding

This section should demonstrate an understanding of the RFQ. It should describe the general approach, organization and staffing required for the services requested, with a separate response for each respective scope. Include the estimated number of hours required to complete the scope of work. Responses shall include the Consultant's proposed schedule including time that Consultant will be on site and shall identify all Consultant requirements of City staff.

C. Company Information

This section shall include relevant Consultant information including the address and telephone number for the Consultant's main office and any branch offices.

Members of the Consultant's professional team (Managers, contact person, etc.) for this RFQ should be identified by name and title and should include contact phone numbers. Include also major subcontractors, if any, and their degree of involvement in the scope. Include rates for all team members that will perform work on the scope(s) of work.

D. Qualifications and Experience

The Consultant shall provide an outline of the firm's background and qualifications to perform the requested services, including the background and qualifications of any sub-consultants needed to perform the requested services. Identify the key personnel who will be assigned to provide the requested professional services, including resumes showing their experience in performing similar professional services. List projects completed within the last five years by your firm. The proposal should clearly demonstrate the breadth of the Consultant's services and the area of expertise.

E. References

The Consultant shall provide at least three (3) references, within the past five (5) years of clients for whom these requested services have been performed that are comparable in quality and scope to that specified in this RFQ. The references shall include names, addresses, and telephone numbers of the clients for whom prior work was performed and include an explanation of the services provided. References shall be limited to one (1) page.

Evaluation Process

The City reserves the right to amend, withdraw and cancel this RFQ. The City also reserves the right to reject all responses to this RFQ at any time prior to agreement execution. Furthermore, the City reserves the right to request or obtain additional information about any and all submittals. The RFQ will be evaluated by City representatives from the City Administrator's Office and any other relevant departments. Consultants may be required to participate in an oral interview.

The City will award the contracts based upon the final Proposal the City determines to be most advantageous. Selection Criteria upon which evaluation of the Proposals will be based includes, but is not limited to:

1. Proposal Content
2. Experience of the Firm
3. Experience of the Project Managers
4. Staffing
5. Qualifications
6. Breadth of Services
7. References
8. Cost
9. Other Relevant Information

The City reserves the right to accept, reject, and evaluate any and all Proposals, to request additional information and to change the scope of this RFQ.

SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the _____, day of _____, 2022 by and between the **CITY OF SONORA**, a municipal corporation ("City") and **SAMPLE**, Consultant").

RECITALS:

A. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner: ***"Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time."***

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City.

3. Compensation. Compensation to be paid to Consultant shall be no more than **\$\$SAMPLE**. In no event shall Consultant's compensation exceed **\$\$SAMPLE** without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a

description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.

6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

8. Consultant's Books and Records.

a. Consultant and subconsultants, shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant and subconsultants, shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits

which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession.

14. Indemnity. Consultant shall indemnify and hold harmless City, its elected and appointed officials, officers, employees, and volunteers (collectively, "City") from losses, costs, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided under this Agreement to the extent that such Liability is caused by the negligence or willful misconduct of Consultant, its officers, employees, agents, contractors, subcontractors, consultants, or any person under its direction or control and shall make good to and reimburse City for any expenditures, including reasonable attorneys' fees, the City may incur by reason of such matters. Consultant's obligations under this Section shall exist regardless of concurrent negligence or willful misconduct on the part of the City or any other person; provided, however, that Consultant shall not be required to indemnify City for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the City. The City acknowledges that this indemnity does not require the Consultant to provide an up-front legal defense to the City. This indemnification clause shall survive the termination or expiration of this Agreement.

Consultant further agrees to provide, at Consultant's expense, reasonable assistance to the City in responding to third party claims to the extent such claims implicate the quality of the Consultant's

performance under this Agreement, which assistance shall include selection, management, and compensation of expert witnesses as necessary to substantiate or defend the quality of the Consultant's performance under this Agreement, as well as making Consultant's employees and project work product available as reasonably necessary to assist in the defense of such claims. This shall not preclude the City from recovering its reasonable attorneys' fees and defense costs in responding to third party claims to the extent such claims are found to have been caused by the Consultant's negligence or willful misconduct.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall, procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for City.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A: VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Sonora
 94 N Washington Street
 Sonora CA 95370
 Attention: Melissa Eads, City Administrator

If to Consultant: SAMPLE

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the Agency and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City special counsel.

19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be

permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

23. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

24. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

25. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

26. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

27. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all

relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SONORA:

SAMPLE

By: _____
Melissa Eads,
City Administrator

By: _____
SAMPLE
SAMPLE

ATTEST:

Tracy Skelly
City Clerk

APPROVED AS TO FORM:

Douglas White, City Attorney