



**THE CITY OF MONTEREY, CALIFORNIA  
REQUEST FOR PROPOSALS  
DIVERSITY AND INCLUSION TRAINING**

**Issued: September 22, 2020**



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Human Resources Department

735 Pacific Street Suite B

Monterey, CA 93940

**REQUEST FOR PROPOSALS  
DIVERSITY AND INCLUSION TRAINING  
Monterey Police Department and All City Employees**

The City of Monterey is seeking proposals from consultants specializing in diversity and inclusion training and coalition building programs to provide multiple small group on-site training workshops to Monterey Police Department officers and administrators, and, separately, to all other City employees. Consultant shall be prepared to offer trainings via remote means for employees in a high-risk category for COVID-19, subject to City Manager approval, and to provide separate trainings for Police and for all other City employees. Due to the COVID-19 pandemic, the City may need to modify the format to all remote training at short notice.

Consultants shall be experienced in providing leadership skills focusing on prejudice reduction, promotion of diversity in the workplace, inclusiveness, violence prevention, conflict resolution, and coalition building. Workshop and training programs must include racial, ethnic, socio-economic class, disability, gender and sexual orientation diversity training, aimed at eliminating bias and building inclusive environments both in the workplace and in the community.

The City understands that Proposer(s) may not be able to provide all subjects and/or training styles; therefore, Proposers may provide proposals for training programs for **either or both** of the two employee groups (1. Police and 2. Other City employees). Firms wishing to provide training and workshop program services to both groups shall submit **separate proposals** for each. The City reserves the right to enter into agreements with multiple firms as a result of this solicitation.

It is the intent of the City to award one or more agreements to the highest ranked Proposer(s), in accordance with the evaluation criteria set forth herein. The base term of the Agreement shall be for a one (1) year period with four (4) one-year options to renew at the City's sole discretion, for a total agreement term not to exceed five (5) years, under the same terms and conditions.

**A. TIMELINE OF EVENTS**

RFP Release Date: September 22, 2020

**Proposal Due Date: October 30, 2020 @ 4:00 PM PST**

Evaluation Period (estimated): November 2-13, 2020

Notification to Proposers: November 20, 2020

Training dates: Winter/Spring 2021

## **B. ORAL AND WRITTEN EXPLANATIONS**

Questions regarding this Request for Proposals may be submitted by email **NO LATER THAN October 16, 2020 AT 4:00 PM PST** to [hauck@monterey.org](mailto:hauck@monterey.org). Questions received before the deadline and the City's response(s) thereto will be posted on the City's website at <https://monterey.org/Businesses/Bids-and-RFPs>. Such responses are to be considered as part of this Request for Proposal and shall be binding on all proposers. It is the Proposer's responsibility to check the website for any questions and answers related to this Request for Proposals.

The City will not be bound by oral explanations or instructions given at any time during the review process or after the award. Oral explanations given during the review process and after award become binding only when confirmed in writing by an authorized City official.

## **C. SCOPE OF SERVICES**

The City of Monterey wishes to increase staff awareness and knowledge of both the practical as well as the legal aspects of workplace and community diversity, and to provide training in a workshop setting to help its employees to learn effective methods of recognizing bias, resolving conflicts arising from bias, fostering healthy inter-group relations, and welcoming diversity.

The City recognizes that the standards of diversity and bias training may differ in focus between the training recommended for peace officers, who are out in the field interacting with the community and are more likely to encounter confrontational or hostile situations, and the training recommended for other public agency managers, supervisors and staff. As such, the City is seeking separate proposals for these two distinct employee groups as follows:

**Monterey Police Department** – Targeted diversity training to be provided to all police officers and department administrators (approximately 45 employees). Consultants specializing in police department and other law enforcement agency diversity training and coalition building programs shall provide on-site training workshops to Monterey Police Department staff, including line level, supervisory and command. The training should focus on procedural justice, police legitimacy, issues surrounding bias-based policing and implicit bias, promotion of diversity in the workplace (including attracting and maintaining minority talent), de-escalation, conflict resolution, and collaboration/coalition building within the community. The police workshop and training program created by Consultant shall include racial, ethnic, socio-economic class, disability, gender and sexual orientation diversity training, aimed at eliminating bias and building inclusive environments to promote and maintain diversity both in the workforce and in the community.

Proposals should include training modules consisting of in-person socially distanced training for groups of 12 or up to 25 (if State and local public health orders allow for such numbers in Fall 2020) and remote option for COVID-19 high-risk employees or all-remote training if in-person training is not an option.

**All Other City of Monterey Staff** – Diversity and sensitivity training to be provided to all City of Monterey staff (approximately 350 employees). This training and workshop program shall include racial, ethnic, socio-economic class, disability, gender and sexual orientation diversity training aimed at eliminating bias and improving interactions and communication between co-workers, between supervisors and employees, and by City employees while providing City programs and services to an increasingly diverse public.

Proposals should include training modules consisting of in-person socially distanced training for groups of 12 or up to 25 (if State and local public health orders allow for such numbers in Fall 2020) and remote

option for COVID-19 high-risk employees or all-remote training if in-person training is not an option.

Training dates shall be determined during the negotiation phase of the consultant selection process.

**D. CITY OF MONTEREY – BACKGROUND and DEMOGRAPHICS**

The City of Monterey was incorporated in 1850 and has a current estimated population of 28,178. The City occupies a land area of 8.67 square miles. The City operates under the council-manager form of government. Policy-making and legislative authority are vested in a City Council consisting of the mayor and four councilmembers.

The City provides a broad range of services, including police and fire protection; sewer and storm water collection; construction and maintenance of streets, roads and infrastructure; planning and zoning; parks and recreation; general administrative and support services as well as parking structures, a marina, two wharves and other related visitor-oriented facilities.

According to the most recent census data, the racial demographic of the residents of the City of Monterey is as follows:

- White alone: 65.6%
- Hispanic or Latino 16.7%
- Black or African American alone: 4.4%
- American Indian or Alaskan Native alone: 0.6%
- Asian alone: 7.2%
- Hawaiian or other Pacific Islander alone: 0.1%
- Two or more races 6.6%

It should be noted that some neighboring cities have a significantly larger percentage of racial minorities, including the City of Salinas with a 78.7% Hispanic/Latino population, and the City of Seaside with a 43.4% Hispanic/Latino and 7.3% Black/African American population.

**E. THE PROPOSAL**

Interested parties may provide proposals for training programs for **either or both** of the two employee groups (1. Police and 2. Other City employees) described above. Firms wishing to provide training and workshop program services to both groups shall submit **separate proposals** for each. The Proposal shall be signed by a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

City will evaluate proposals for each of the two employee groups separately and may award contracts to different firms or the same firm, depending upon the qualifications and training programs submitted by the proposers. Proposals shall include the following:

- A statement of Consultant’s recommended approach to diversity training as it applies to the particular targeted employee group.
- A detailed consulting/training plan, outline of topics to be covered, examples of interactive exercises for participants in order to maximize learning, recommended length of training, description of any written materials that will be provided to participants, and any additional information, content or training techniques recommended by Consultant in order to provide the

most effective, impactful, and positive training possible.

- Provide training modules consisting of in-person socially distanced training for groups of 12 or up to 25 (should State and local public health orders allow for such numbers Fall 2020) and remote option for COVID-19 high-risk employees or all-remote training if in-person training is not an option.
- Name(s) and resume(s) of trainers, including recommendations as to the most effective instructor/student ratio (while keeping in mind City budgetary constraints).
- Inclusiveness and diversity training expertise, including specific examples of training provided to other governmental agencies similar to the City of Monterey and the Monterey Police Department.
- A list of past clients and references, focusing on governmental agencies, with names and contact numbers.
- Please keep the proposal to 24 total pages, which may be 12 pages front and back, 24-single-sided pages, or combination thereof.
- Budget and fee proposal, including an estimate of the number of hours recommended for each training session and workshop, and the number of trainers. The proposal shall specify either hourly rates for all proposed employees or per-session lump sum costs. Estimated expenses, including travel and accommodation expenses, should be included in each proposal. City policy requires that no “mark-up” will be allowed for direct costs, including per diem and mileage. If applicable, per diem shall be billed at a maximum of the GSA rate and mileage shall be billed at the IRS mileage rate in place at the time of billing. Sub-consultant services are to be billed at cost plus ten percent (10%) maximum.

**Proposals must clearly demonstrate the following:**

- At least 5 years experience in the field of inclusiveness and diversity training.
- Proven knowledge of, and successful implementation of, inclusiveness and diversity training workshops and sessions.
- Thorough understanding of issues of inclusiveness and diversity training programs based on proven research and a track record of effectiveness.
- Strong communication skills, including the ability to communicate effectively with and engage trainees in discussion of difficult topics related to bias, prejudice and discrimination in a creative, positive and upbeat fashion.

**F. EVALUATION AND SELECTION PROCESS.**

The City will conduct a review and evaluation of all responsive proposals and may invite proposers to participate in a telephone and/or video conference interview. At City’s discretion, personal interviews with proposers may also be scheduled. Proposals shall be evaluated on: firm qualifications, experience, reputation, the ability of the Proposer to carry out and manage the proposed project, the ability of each organization to devote the necessary human resources and management attention to the project, and the ability to provide the best level of services to the City; cost, although not determinative, may also be a factor in City’s evaluation and selection.

Upon completion of the rankings, fee negotiations will commence with the highest ranked firm for each employee group. If the fees are mutually agreed upon after negotiations, an agreement will be placed on a City Council agenda for approval consideration. If fee negotiations are unsuccessful with the highest ranked firm, that firm will be excused and the fee schedule of the next highest ranked firm will be negotiated.

The City reserves the right to reject any and all submittals and to waive minor inconsistencies. The cost of preparing responses to this Request for Proposals shall be borne by the Proposers and will not be reimbursed by the City of Monterey.

#### **G. GENERAL REQUIREMENTS**

##### **1. Receiving Time / Late Proposals**

Proposals may be submitted by email or regular mail. Only those proposals which are complete and delivered or postmarked to the City by **October 30, 2020 @ 4:00 PM PST** will be considered. Proposals will not be accepted after this time. Please address all proposals and correspondence to:

Allyson Hauck, Human Resources Director  
Monterey Human Resources Department  
735 Pacific Street, Suite B  
Monterey, CA 93940  
**hauck@monterey.org**

##### **2. Insurance and Indemnification Requirements**

Professional Services Agreement: **Please review the attached standard form of professional services agreement (Exhibit A) for all contractual requirements** including insurance and indemnification. Proposers should consider the cost of carrying the insurance required by the attached agreement. Any exceptions or requested modifications to the form of agreement must be included in the sealed envelope with the fees proposal.

##### **3. Amended Proposals**

A proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. City personnel will not merge, collate, or assemble proposal materials.

##### **4. Proposer's Rights to Withdraw Proposal**

Proposers will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The proposer must submit a written withdrawal request signed by the proposer's duly authorized representative addressed to the City Contact.

##### **5. Proposal Offer Firm**

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer, if one is requested.

6. Disclosure of Proposal Contents

All proposals are subject to the provisions of the California Public Records Act, California Government Code section 6250 *et seq.*, and any information submitted with a response is a public record subject to disclosure, unless a specific exemption applies.

7. Agreement Terms and Conditions

The agreement between the City and the selected proposer(s) will follow the format specified by the City and contain the terms and conditions set forth in Exhibit A, Professional Services Agreement. However, the City reserves the right to negotiate with a successful proposer the final provisions or provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful proposal will be incorporated into and become part of the agreement.

Should a proposer object to any of the City's terms and conditions, as contained in this Section or in Exhibit A, that proposer must propose specific alternative language in his, her, or its proposal. Proposer must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. The City may or may not accept the alternative language. General references to the proposer's terms and conditions or attempts at complete substitutions are not acceptable to the City and may result in disqualification of the proposer.

8. Right to Waive Minor Irregularities

The City reserves the right to waive minor irregularities and the right to waive mandatory requirements, provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the City.

9. Change in Representatives, Employees or Sub-Consultants

The City also reserves the right to reject any representative, sub-consultant or individual working on a consultant team and to replace the sub consultant or individual with a mutually acceptable replacement.

10. City Rights

The City reserves the right to award the proposal to separate proposers on any of the services as set forth in the proposer's proposal. It is further understood that if the proposer to whom any recommended award is made fails to enter into an agreement with the City, award may be made to the next best qualified person or firm, who shall be bound to perform as if she, he or it received the award in the first instance.

11. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the City of Monterey and are subject to the provisions of the California Public Records Act, as described herein.

12. Records and Audits

The Consultant shall maintain such detailed records as may be necessary to demonstrate its performance of the duties required by this Agreement, including the date, time and nature of services rendered. These

records shall be maintained for a period of three years from the date of the final payment under this Agreement and shall be subject to inspection by City. The City shall have the right to audit any billings or examine any records maintained pursuant to this Agreement both before and after payment. Payment under this Agreement shall not foreclose the right of City to recover excessive and/or illegal payments.

EXHIBIT A

CONTRACT FOR PROFESSIONAL SERVICES

**[Name of the Contract] Agreement**

**THIS AGREEMENT** is executed this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter called "City", and **[Name of Consultant]**, hereinafter called "Consultant".

**IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:**

1. Scope. Consultant hereby agrees to provide to the City of Monterey, as the scope of services under this Agreement, the following services: **[General description of the scope of work]**, as further described on the following attachments: City's Request for Proposal which outlines the scope of services and work under this contract (attached hereto as Exhibit "A"), and the approved Consultant's Proposal dated **[insert date]** (attached hereto as Exhibit "B"). In case of any conflicting terms it is the express intent of the parties hereto that the order of precedence and controlling language shall be as follows: No. 1 this Agreement; No. 2 City's Request for Proposal (Exhibit "A"); No. 3 Consultant's proposal (Exhibit "B") **[add additional items if applicable, No. 4 – X, insert Exhibits sequentially in the order controlling terms should apply.]**.

2. Timely Work. Consultant shall perform all tasks in a timely fashion, as set forth more specifically in paragraph 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or may agree in writing with Consultant to an extension of time.

3. Term. The work under this Agreement shall commence **[Start date of contract]** and shall be completed by **[End date of contract]** unless City grants a written extension of time as forth in paragraph 2 above.

4. Compensation. City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, an hourly fee as set forth in Consultant's Proposal (Exhibit B), in a total amount not to exceed \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_.00). Compensation under this Agreement shall become due and payable 30 days after City's approval of Consultant's submission of **[a written invoice] or [monthly written invoices]** to the \_\_\_\_\_ (name/title of City representative). Written invoices shall clearly show the account numbers for each project and shall include a copy of timesheets or invoices from sub-consultants. The payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.

5. Additional Services. In the event that City should request additional services not covered by the terms of this Agreement, said services will be provided by Consultant and paid for by City only after a fee for said services has been agreed upon between Consultant and City project manager and the project manager provides written authorization for the additional work.

6. Schedule for Performing Services. For the project subject to this Agreement, Consultant shall perform the services in accordance with the following phases and/or milestone dates:

*[List phases and/or milestone dates or attach Design Schedule as Exhibit "C" to this Agreement to include: specific milestones, funding, design, design review, construction and other deadlines]*

7. Staffing Plan. Consultant shall provide City with the names of the key professional personnel assigned to perform the services under this Agreement as well as a general description of the services they will be assigned to perform in **Exhibit "D" Consultant's Staffing Plan**. The plan shall also identify the names and contact information of Consultant's representative(s) authorized to act on their behalf with respect to this Agreement.

8. Subconsultant Plan. If Consultant intends to utilize the services of any subconsultants to perform the services under this Agreement, the names of those subconsultants and a general description of the services they will be assigned to perform shall be attached hereto as **Exhibit "E" Subconsultant Plan**.

9. Meet and Confer. Consultant agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.

10. Indemnification. Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City of Monterey), indemnify and hold harmless the City of Monterey and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the negligence, or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, contractors, representatives, patrons, guests or invitees.

Consultant further agrees to indemnify City for damage to or loss of City of Monterey property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this agreement or to the proportionate extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, contractors, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the negligence of the City.

11. Insurance. Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect

throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance including but not limited to premises, personal injuries, bodily injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Professional Liability Insurance. Consultant shall maintain in effect throughout the term of this Agreement professional liability insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following City's acceptance of the work.

Commercial automobile liability insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.

Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain workers' compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence for employer's liability.

#### Other Insurance Requirements

- A. All insurance required under this Agreement must be written by an insurance company either:
- admitted to do business in California with a current A.M. Best rating of no less than A:VI;
  - or
  - an insurance company with a current A.M. Best rating of no less than A: VII.

Exception may be made for the State Compensation Insurance Fund when not specifically rated.

- B. Each insurance policy required by this agreement shall be endorsed to state that City of Monterey shall be given notice in writing at least thirty days in advance of any cancellation thereof, except 10-day notice for nonpayment of the premium.
- C. The general liability and auto policies shall:
- Provide an endorsement naming the City of Monterey, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 or ISO 20 37 07 04 or their equivalent.
  - Provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by the City.
  - Contain a "Separation of Insureds" provision substantially equivalent

to that used in the ISO form CG 00 01 10 01 or their equivalent.

- Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.

D. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this agreement with the City of Monterey Risk Management Office. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

E. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.

F. Any deductibles or self-insured retentions must be declared to and approved by the City of Monterey. At the option of the City of Monterey, either: the insured shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Monterey, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City of Monterey guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

12. Ownership of Work and Copyrights. Upon completion of the work under this Agreement, ownership, title and copyrights to all materials and deliverables produced as part of this Agreement will automatically be vested in the City and no further agreement will be necessary to transfer ownership to City.

13. Licensing – Standard of Care. Consultant represents as follows: that it is experienced in the professional services and a specialist in the work performed under this Agreement; is duly organized, existing and in good standing under applicable state law; and is properly licensed and/or certified to perform the work specified under this Agreement, including but not limited to possession of a current City business license, and will only employ persons and subconsultants with all required licenses and certifications.

14. Substitution of Consultant Personnel. The key personnel of Consultant or any subconsultants listed in Consultant's proposal or in *Consultant's Staffing Plan* and *Subconsultant Plan* (Exhibits D and E hereto) and assigned to perform the work under this Agreement may not be substituted with or replaced by other personnel or subconsultants without the advance written consent of City. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant shall, on written request from the City, replace such employee or subconsultant. Consultant shall replace the individual with a qualified individual acceptable to the City.

15. Non-Discrimination. No discrimination shall be made by Consultant or any subconsultant in the hiring and employment of persons for the work under this Agreement or any other City project because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,

sexual orientation, or military and veteran status of any person. Every person in violation of this section is subject to the penalties in accordance with the provisions of Section 1735 of the Labor Code..

16. Termination. City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

17. Agency. In performing the services specified under this Agreement, Consultant is hereby deemed to be an independent Consultant and not an agent or employee of City.

18. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of this Agreement will be effective only if it is in writing signed by both parties hereto.

19. Validity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

20. Assignment of Interest. The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which City may terminate this Agreement and be entitled to damages.

21. Conflict of Interest. Consultant hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Agreement.

22. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

23. Laws. Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

CITY OF MONTEREY

CONSULTANT

\_\_\_\_\_  
City Manager

\_\_\_\_\_