



TOWN OF LOS GATOS

TOWN MANAGER'S OFFICE
(408) 354-6832 Fax (408) 399-5786

CIVIC CENTER
110 E. MAIN STREET
LOS GATOS, CA 95030

July 11, 2023

RE: REQUEST FOR QUALIFICATIONS FOR A REVENUE BALLOT MEASURE CONSULTANT FOR THE TOWN OF LOS GATOS

NOTICE INVITING STATEMENTS OF QUALIFICATIONS:

The Town of Los Gatos is seeking the services of a qualified consulting firm (Consultant) to provide revenue ballot measure consulting services. Statements of Qualifications will be received electronically by the Town Manager's Office via email at Manager@losgatosca.gov, and must be received by Tuesday, August 1, 2023, by 5:00 p.m.

SCOPE OF SERVICES:

The primary function of the Consultant is to:

- Provide professional public opinion research and polling consultant services to assess the community's perspectives on potential revenue ballot measures.
- Develop and implement a public information strategy to inform and effectively engage with the public regarding budget realities and challenges in preparation of a potential revenue ballot measure.
- Develop recommended revenue ballot measures based on the results of the research and polling for the Town Council's consideration, including analysis of viability, risks, opportunities, recommended messaging, and recommended outreach activities.
- Should the Town Council decide to pursue a revenue ballot measure, the Consultant would also:
 - Conduct follow-up surveys, polling, or public engagement as needed.
 - Refine the ballot question and relevant materials in collaboration with the Town Attorney, Town Manager, and Town staff.

BACKGROUND:

The Town of Los Gatos is nestled at the base of the Sierra Azules, and is located approximately 60 miles south of San Francisco, in the southwestern portion of Santa Clara County where the Santa Clara Valley meets the lower slopes of the Santa Cruz Mountains. This beautiful setting is home to approximately 30,000 people, a diverse economy, and excellent schools.

Over 3,000 businesses serve the residents and act as a destination point for visitors who are attracted

to its restaurants, hotels and variety of shops within a pedestrian oriented downtown setting. The Town is also an inclusive community with the full mix of ages, family sizes and incomes. Los Gatos has many parks and greenbelt areas, as well as a vibrant downtown area, with Downtown Los Gatos listed on the National Register of Historic Places.

While the Town has successfully adopted balanced annual budgets, it is recognized that additional revenue sources may be necessary to continue the Town's high levels of service into the future. The Town Council identified "Prudent Financial Management" as one of the Town's Strategic Priorities, which includes exploring new revenue opportunities.

QUALIFICATIONS:

The Consultant, and assigned key personnel, will meet the following minimum qualifications:

- Demonstrated experience implementing successful revenue ballot measures.
- Expertise in conducting revenue ballot measure polling, surveys, and engagement that is representative and inclusive.
- Strong project management and communication skills, with the ability to communicate effectively with diverse populations.
- At least three references from clients, preferably in the San Francisco Bay Area, where the firm supported a successful revenue ballot measure.

SUBMITTAL REQUIREMENTS:

One copy of your qualifications should be submitted electronically to the Town Manager's Office via email at Manager@losgatosca.gov, and must be received by Tuesday, August 1, 2023, by 5:00 p.m. It is the Consultant's sole responsibility to ensure that their information is received on or before the submittal deadline. The Consultant bears all risks and delays associated with delivery of their Statement of Qualifications in response to this RFQ. The selected firm should be knowledgeable and experienced in scientific polling and successful revenue ballot measures. A Statement of Qualifications shall include the following information:

- Introduction: Include a statement of interest and pertinent introductory information.
- Experience: Include a list of relevant past, recently completed, and/or on-going projects that would substantiate the experience of the Consultant and key personnel who would provide service to the Town of Los Gatos.
- Qualifications: Name and phone number of contact person and/or project manager; qualifications of those individuals that demonstrate the ability to successfully provide the services described in this RFQ; a reference list with names, addresses, phone numbers, business relationship, and a brief description of the project; and any current litigation you are involved with regarding your professional service and/or any litigation within the past 10 years. Include a short resume for any individuals who will be providing service to the Town.
- Organization: The total number of staff who will provide the required services and their role(s), and information on the availability of these individuals to perform on short notice and under time constraints.
- Project Approach: A statement of understanding of the nature and extent of the services required and an outline of how services will be performed, including a draft timeline and a

statement of any anticipated constraints, problems, and issues that might occur during execution of the services, and suggested approaches to resolving them.

- Costs: Estimated hours and fee estimates for the required services, including attendance in-person and/or remotely at meetings and hearings.
- Attachments: The following attachments are incorporated into the Request for Qualifications and those marked “For Submittal” should be included:
 - ATTACHMENT 1 – CONFLICT OF INTEREST STATEMENT (FOR SUBMITTAL)
 - ATTACHMENT 2 – REFERENCES (FOR SUBMITTAL)
 - ATTACHMENT 3 – STATEMENT REGARDING INSURANCE COVERAGE AND WORKER’S COMPENSATION INSURANCE ACKNOWLEDGMENT CERTIFICATE (FOR SUBMITTAL)
 - ATTACHMENT 4 – SAMPLE CONSULTANT SERVICES AGREEMENT (INFORMATION)
 - Any requested changes to this agreement should be identified and included.
- Signatories: If a Statement of Qualifications is being made by an individual, it must be signed with the full name of the individual and include their address. If a Statement of Qualifications is being made by a partnership, it must be signed with a partnership name and by the authorized general partner. If a Statement of Qualifications is being made by a joint venture, it must include the full name, address, and signature of each member of the joint venture. If a Statement of Qualifications is being made by a corporation, it shall be signed by two officers with signing authority. Any Statement of Qualifications must be signed and dated with the full name of the individual(s) authorized on behalf of the consultant to submit a Statement of Qualifications for the scope of services included in the RFQ.

INSURANCE COVERAGE:

If applicable, identify carriers, types, and limits of insurance carried. If selected by the Town, the Consultant shall maintain minimum coverage requirements for commercial general liability, automobile liability, professional liability, and workers’ compensation as specified in the Consultant Services Agreement unless waived by the Town Attorney. The Consultant may achieve the required limits and coverage through a combination of primary and excess or umbrella liability insurance provided such policies result in the same or greater coverage as the coverages required by Town, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. If selected by the Town, the Consultant shall cause the insurance policies required herein to include the Town, and their respective officials, officers, employees, and volunteers as additional insureds for claims caused in whole or in part by the Consultant’s negligent acts or omissions. The Consultant shall provide certificates of insurance to the Town that evidence compliance with the above.

SELECTION CRITERIA:

The following criteria are among those that will be used to evaluate the submitted Statements of Qualifications:

1. Professional competence and track record in scientific polling and successful revenue ballot measures.
2. Experience of personnel who will be providing services.
3. If a joint venture, the track record of team members’ experience working together.

4. Experience working with local government agencies, the general public, and the media.
5. The Statement of Qualifications should clearly demonstrate the Consultant's understanding of the Town's overall objectives.
6. Ability to produce a high-quality report that is readable and implementable with high quality graphics and/or photos.
7. Clear approach as to how the Consultant will interact with the Town.
8. Ability to complete products in a timely manner and/or within an agreed upon time frame.
9. Experience with recent local government ballot measures in the San Francisco Bay Area desirable.
10. The Town's ability to accommodate requested changes to the Town's standard contract for services.
11. Review of references.

SELECTION PROCEDURE:

Town staff will review the submitted Statements of Qualifications. Staff will interview the firm(s) or consulting team(s) with the top Statements of Qualifications and will select the most qualified Statement of Qualifications. Once the consulting contract and fee are negotiated, staff will recommend approval of the contract to the Town Council.

CONFLICT OF INTEREST:

Respondents to this Request for Qualifications do so with the understanding that consultants to the Town owe their professional responsibility solely to the Town. Consultants shall not have or obtain any holding or interest within the Town of Los Gatos. Consultants shall have no business holdings or agreements with any individual member of the staff or management of the Town or its representatives nor shall they enter into any such holdings or agreements. In addition, consultants must warrant that as of the time of entering a contract they do not have and shall not acquire any direct or indirect interest adverse to those of the Town with regard to the services that are the subject of this RFQ. Consultants shall immediately disassociate themselves from such an interest should they discover they exist and shall, at the Town's sole discretion, divest itself of such interest. Consultants shall not knowingly and shall take reasonable steps to ensure that they do not employ a person having such an interest in the performance of an agreement contemplated by this RFQ. If after employment of a person, consultants discover they have employed a person with a direct or indirect interest that would conflict with its performance of such agreement, consultants must promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

PUBLIC RECORD:

All responses to this RFQ become property of the Town and will be kept confidential, subject to the requirements of the California Public Record Act, until a recommendation for award of a contract has been announced. Submittals are subject to public inspection and disclosure under the California Public Records Act. (Cal. Govt. Code sections 7920.000 and following). Unless the information is exempt from disclosure by law, the content of any Statement of Qualifications, request for explanation, or any other written communication between the Town and any Consultant, and between Town employees or consultants, regarding the procurement, shall be available to the public. In any event, the Town shall

have no liability to Consultant for making disclosures required by the California Public Records Act or other law, court order, legal proceeding discovery request, investigative demand, subpoena, or order from a regulatory body having jurisdiction over either of the parties. Nothing contained herein shall be construed as requiring or obligating the Town to withhold information in violation of the California Public Records Act or other laws.

SUBMITTAL OF STATEMENT OF QUALIFICATION:

Submit Statements of Qualifications and supporting materials to:

Ms. Katy Nomura
Assistant Town Manager
Town Manager's Office
Town of Los Gatos
110 E. Main Street
Los Gatos, CA 95030

If you have any questions concerning this matter, please contact Assistant Town Manager Katy Nomura at (408) 354-6832 or Manager@losgatosca.gov between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

This Request for Qualifications is not a contract or a commitment of any kind by the Town of Los Gatos and does not commit the Town to award a contract or to pay any costs incurred in the submission of a Statement of Qualifications.

Those who submit a Statement of Qualifications grant the Town of Los Gatos release to copy and reproduce electronically, in whole or in part, all materials submitted for this Request for Qualifications for the Town's regulatory, administrative, and legal functions, including sharing of information with other governmental entities and for compliance with the California Public Records Act.

Sincerely,



Katy Nomura
Assistant Town Manager

ATTACHMENT 1 - CONFLICT OF INTEREST STATEMENT

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE STATEMENT OF QUALIFICATIONS

REVENUE BALLOT MEASURE CONSULTANT SERVICES

The undersigned declares:

I/We _____ (Insert Name) have the following financial, business, or other relationship with Town of Los Gatos that may have an impact upon the outcome of the contract. If none, please specify that no other relationships may have an impact on this contract or Project.

I/We _____ (Insert Name) have the following current clients who may have a financial interest in the outcome of this contract. If none, please specify that no other clients may have a financial interest with an impact on this contract or Project.

Pursuant to Government Code section 1090 and any other laws, rules and regulations that may apply, the Consultant covenants that neither it, its subcontractors nor employees presently have an interest, and shall not acquire any interest, direct or indirect, financial or otherwise that would conflict in any manner or degree with contract awarded from this RFP. Consultant certifies that to the best of its knowledge, no one who has or will have any financial interest in the contract awarded from this RFP is an officer or employee of the Town. Through its submittal of a Statement of Qualifications, Consultant acknowledges that it is familiar with Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California and will immediately notify the Town if it becomes aware of any facts concerning the contract to be awarded that constitute a violation of said provisions.

Furthermore, if there is reason to believe that collusion exists among the Consultants, the Town may refuse to consider submissions from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one submission for the same

work unless alternate submissions are called for. A person, firm, or corporation who has submitted a sub-proposal to a Consultant, or who has quoted prices on materials to a Consultant, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Consultants. Reasonable ground for believing that any Consultant is interested in more than one submission for the same work will cause the rejection of all submissions for the work in which a Consultant is interested.

I, on behalf of the Consultant, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Consultant Name (Person, Firm, Corp.) Title of Authorized Representative

Address Name of Authorized Representative

City, State, Zip

(Date) (Signed)

ATTACHMENT 2 - REFERENCES

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE STATEMENT OF QUALIFICATIONS

REVENUE BALLOT MEASURE CONSUTLANT SERVICES

List at least three (3) references for work of a similar nature to the Services performed within the last five (5) years. Use additional sheets as necessary.

1. _____

_____	_____
Name of Agency	Agency Address
_____	_____
Contact Name	Contact Title
_____	_____
Contact Telephone	Contact Email Address
_____	_____
Contract Period	Contract Amount
_____	_____

Description of services performed including costs.

2. _____

_____	_____
Name of Agency	Agency Address
_____	_____
Contact Name	Contact Title
_____	_____
Contact Telephone	Contact Email Address
_____	_____
Contract Period	Contract Amount
_____	_____

Description of services performed including costs.

3. _____

_____	_____
Name of Agency	Agency Address
_____	_____
Contact Name	Contact Title
_____	_____
Contact Telephone	Contact Email Address
_____	_____
Contract Period	Contract Amount

Description of services performed including costs.

I hereby certify that the Consultant performed the work listed above.

Signature of Consultant

Name

Date

**ATTACHMENT 3 - STATEMENT REGARDING INSURANCE COVERAGE AND WORKER'S COMPENSATION
INSURANCE ACKNOWLEDGMENT CERTIFICATE**

**THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE STATEMENT OF
QUALIFICATIONS**

REVENUE BALLOT MEASURE CONSULTANT SERVICES

CONSULTANT HEREBY CERTIFIES that the Consultant has reviewed and understands the insurance coverage requirements specified in the RFQ. Should the Consultant be awarded a contract for Services, Consultant further certifies that the Consultant can meet the specified requirements for insurance, including insurance coverage of any subcontractors, and agrees to name the Town as additional insured for the Services specified.

By certifying this form, the Consultant also understands the Worker's Compensation insurance requirement per the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of Consultant (Person, Firm, or Corporation)

Signature of Consultant's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

ATTACHMENT 4 – SAMPLE CONSULTANT SERVICES AGREEMENT

[ATTACHED BEHIND THIS PAGE]

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on _____(DATE) by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and _____ NAME OF COMPANY, ("Consultant"), whose address is _____ ADDRESS OF COMPANY. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desire to engage Consultant to provide **XXXXXXXXXX**.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services as described in that certain Statement of Qualifications sent to the Town on (DATE), which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from _____ to _____. Consultant shall perform the services described in this agreement as follows: XXXXXXXXX.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services

pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$XXXX**, inclusive of all costs. Payment shall be based upon Town approval of each task.

2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.

2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to

testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

- 3.1 Minimum Scope of Insurance:
- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its elected and appointed officials, employees, and agents, are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the automobile or professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its elected and appointed officials, employees, and agents, shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its elected and appointed officials, employees, and agents.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town, its elected and appointed officials, employees, and agents, from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing the work described in this contract.

IV. GENERAL TERMS

4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

4.2 Governing Law and Venue. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.

4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

CONSULTANT NAME
Attn:
ADDRESS

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

Laurel Prevetti, Town Manager

Recommended by:

XXXXXXXX

Consultant, by:

Printed Name and Title

Name of Agreement

Approved as to Form:

Gabrielle Whelan, Town Attorney