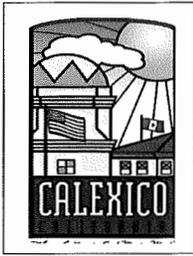


**AGENDA
ITEM**

11



AGENDA STAFF REPORT

DATE: February 6, 2019

TO: Mayor and City Council

APPROVED BY: David B. Dale, City Manager *DD*

PREPARED BY: Miguel Figueroa, Assistant City Manager *MF*

SUBJECT: Award Proposal and Authorize the City Manager to Sign Agreement of Professional Services with Chris Westlake Consulting for Writing and Review Services for the 2018 Community Development Block Grant Program

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Recommendation:

Award proposal and authorize the City Manager to sign agreement of professional services with Chris Westlake Consulting for writing and review services for Community Development Block Grant Application.

Background:

On November 1, 2018, the California Department of Housing and Community Development (HCD) released the 2018 Community Development Block Grant (CDBG) program Notice of Funding Availability (NOFA) to solicit citizen input on possible competitive and supplemental activities to be included in the application. The Community Development and Economic Development Allocations of the State CDBG program will publish a combined NOFA each program year. Eligible cities and counties may submit applications for CDBG funds under the NOFA. The 2018 CDBG maximum is \$3,000,000. On Wednesday, January 9, 2019, the City Council conducted a Public Meeting for the general public. The purpose of the Public Meeting was to inform the public about the programs and/or projects the City should be considering applying for as part of the HCD CDBG Program.

Discussion & Analysis:

The City of Calexico recently requested proposals from qualified and experienced Grant Application Writers and Reviewers construction management and field inspection professionals to provide to provide services for the 2018 State of California CDBG program. On Tuesday, January 22, 2019, the Office of the City Clerk received three (3) proposals from the following firms:



1. Adams Ashby Group
2. Chris Westlake Consulting
3. The Holt Group, Inc.

After receipt of all proposals, the evaluation committee conducted an evaluation of the written proposals and ranked them accordingly based on qualifications and experience. The firm that scored the highest was Chris Westlake Consulting, therefore, the evaluation committee recommends that the City Council of the City of Calexico award proposal and authorize the City Manager to sign Agreement of Professional Services with Chris Westlake Consulting for Writing and Review Services for the 2018 Community Development Block Grant Application Program.

Fiscal Impact:

No impact to General Fund. Professional services paid from CDBG Program Income General Administration.

Coordinated With:

Community and Economic Development Department.

Attachments:

1. Chris Westlake Consulting Agreement of Professional Services
2. RFP for Writing and Review Services for the 2018 Community Development Block Grant Program

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the "Agreement") is made and entered into as of February 7, 2019 by and between Chris Westlake Consulting ("Westlake"), and City of Calexico ("Calexico" and collectively with Westlake, the "Parties"), with reference to the following recitals of fact:

RECITALS

A. WHEREAS, CALEXICO wants to apply for a Community Development Block Grant Program (CDBG) with the California Department of Housing and Community Development (HCD);

B. WHEREAS, Westlake has experience in financing and grant management of State contracts and grants; and

C. WHEREAS, CALEXICO wishes to retain Westlake to provide consulting services in connection with the above grants.

NOW, THEREFORE, in consideration of the mutual covenants, concessions and agreements herein contained and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Services to be Rendered. During the Consulting Period (as defined below), CALEXICO hereby engages Westlake, as an independent contractor for the following consulting services to CALEXICO (the "Consulting Services"):

- (a) Liaison between CALEXICO and HCD during the contract period.
- (b) WESTLAKE shall prepare the State of California CDBG application for the City, present the application to the City Council at a public hearing for consideration, and submit the application to the State pursuant to all State and Federal requirements.
- (c) WESTLAKE shall be present at all appropriate public meetings if requested.
- (d) WESTLAKE shall facilitate communications between all State-CDBG personnel and the City.
- (e) WESTLAKE shall answer any questions from State-CDBG staff concerning the application submitted.
- (f) WESTLAKE shall appraise the City of all applicable federal and State requirements related to the funds and facilitate the meeting of such requirements.
- (g) WESTLAKE shall ensure that required documents are submitted in a timely manner.

- (h) Westlake agrees to render the Consulting Services herein described and to devote such time and attention as Westlake and CALEXICO, in mutual good faith, shall determine as necessary to perform such Consulting Services.
- (i) Westlake shall work under the general supervision of CALEXICO's City Manager and directly with CALEXICO's professional staff as designated by the City Manager.
- (j) Westlake hereby accepts the engagement to provide the Consulting Services to CALEXICO on the terms and conditions set forth herein.
- (k) Westlake shall at all times comply with any and all laws, regulations and statutes regarding lobbying and other political advocacy activities in its performance of the Consulting Services.

2. Term. The term of this Agreement shall commence on February 7, 2019 and continue until the consulting fee is exhausted or amended, or the Agreement is terminated pursuant to Section 9 hereof (the "Consulting Period").

3. Ownership and Development of Project. Westlake hereby expressly, agrees and acknowledges that (a) he shall have no economic or ownership interest in any Project, and (b) the compensation set forth in Section 4 below shall be the only compensation for which Westlake shall receive in connection with any Project and/or the provision of the Consulting Services.

4. Compensation of Westlake. For services performed under this Agreement, CALEXICO shall pay to Westlake the following amount (the "Westlake Fee"):

(a) Hourly Rate. Westlake shall bill CALEXICO for the Consulting Services at the rate of \$150 per hour (billable in 15 minute increments) for a contract maximum of \$18,000. If additional work is required above the \$18,000 limit, then an amendment to this contract will be required and obtained for any work above the \$18,000 limit. Any costs incurred by Westlake for normal travel expenses (airfare, car rental, hotel, meals), shall not be billed to CALEXICO and will be Westlake's cost. Concurrently with the submission of the monthly invoices, Westlake shall provide CALEXICO with supporting documentation of all time invoiced in form and substance reasonably acceptable to CALEXICO. Upon receipt and approval of a monthly invoice and supporting documentation, CALEXICO shall pay Westlake all amounts owing from said invoice within fifteen (15) days.

5. Nature of Contract. Nothing contained in this Agreement or in the relationship of the Parties shall be deemed to constitute a partnership, joint venture, employer/employee or any other relationship, and Westlake shall at all times be deemed an independent contractor for purposes of this Agreement. Westlake (and his employees and agents, if any) has no express or implied ability or power to bind CALEXICO.

6. Confidentiality. Westlake shall not, while providing the Consulting Services hereunder or otherwise and at any time thereafter, use, show, display, release, discuss, communicate, divulge or otherwise disclose Confidential Information (as such term is herein defined) to any unauthorized person, firm, corporation, association or other entity for any reason or purpose whatsoever, without the prior written consent or authorization of CALEXICO.

Nothing contained herein shall be interpreted or construed as restraining or preventing Westlake from using Confidential Information in the proper conduct of the services pursuant to this Agreement.

7. Reciprocal Indemnification. Westlake and CALEXICO shall each protect, indemnify, and hold each other, their respective agents and employees, harmless from and against all claims, demands, and causes of action of any nature arising from any actions, statements, representations, action or inactions on the part of the other party, his/her employees, agents or subcontractors. Westlake and CALEXICO shall each, at his/her own expense, defend all suits brought against the other party upon claims of every nature arising from any actions, statements, representations, action or inactions on the part of Westlake or CALEXICO (as applicable), his/her employees, agents or subcontractors.

8. Right to Engage in Other Business Ventures. The Parties hereby agree that both CALEXICO and Westlake, and their respective affiliates, may engage in, or hold an interest in, other business ventures, either independently or with others, including, without limitation, any other real estate partnerships or ventures which may compete with any Project.

9. Termination of Agreement. CALEXICO may terminate this Agreement at any time with or without cause. If CALEXICO finds it necessary to terminate this Agreement without cause before the end of the Consulting Period, Westlake shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Westlake may terminate this Agreement only upon 30 calendar days' written notice to the CALEXICO only in the event of CALEXICO's failure to perform in accordance with the terms of this Agreement through no fault of Westlake."

10. Interpretation. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, and interpreted and enforced in accordance with, the laws of the State of California.

11. Entire Agreement. This Agreement constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersedes all previous negotiations, agreements, whether oral or written. This Agreements may not be amended, altered or modified except by an instrument in writing and signed by the Parties.

12. Headings. The title headings of the respective paragraphs of this Agreement are inserted for convenience only, and shall not be deemed to be a part of this Agreement or considered in construing this Agreement.

13. Time. Time is of the essence of this Agreement, and each and every condition and provision set forth herein.

14. Waiver. No consent or waiver, express or implied, by any party to, or of any breach or default by, any other party in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any other party or to

declare the other party in default irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

15. Severability. Each term or provision of this Agreement is intended to be severable and shall continue in full force and effect although other provisions herein may be determined to be invalid or void for any reason.

16. Dispute Resolution. In the event of a dispute between the Parties regarding this Agreement, the Parties shall endeavor to settle claims, disputes, or other matters in question by mediation in accordance with the rules of the American Arbitration Association currently in effect, unless the Parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The costs of the mediation shall be shared equally between the Parties.

17. Attorneys' Fees. In the event of any controversy or litigation among the Parties relating to any provision of this Agreement, then the prevailing party in any such litigation shall, in addition to any other award made by the court in such litigation, be entitled to recover all of its costs incurred in connection therewith, including reasonable attorneys' fees and those fees incurred upon any appeal.

18. Counterparts. This Agreement may be executed in a number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

19. Insurance. Westlake shall provide proof of commercial general liability and business auto liability insurance to CALEXICO in amounts and with policies, endorsements and conditions required by the CALEXICO for the Consulting Services. CALEXICO, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Westlake's policies of commercial general liability and automobile liability insurance. If Westlake is an employer or otherwise hires one or more employees during the term of the Consulting Period, Westlake shall also provide proof of workers compensation coverage for such employees, which meets all requirements of State law, with endorsements and conditions required by the CALEXICO.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

WESTLAKE:

Chris Westlake

By: _____
Chris Westlake

CALEXICO:

City of Calexico

By: _____
David B. Dale, City Manager

CITY OF CALEXICO
State of California



"Where California and Mexico Meet"

REQUEST FOR PROPOSAL

for

COMMUNITY DEVELOPMENT BLOCK GRANT

APPLICATION WRITING AND REVIEW

Proposals Due by: Monday, January 21, 2019 at 5:00 p.m.

Introduction

The City of Calexico is requesting proposals from qualified consultant firms to provide grant application writing and application services for the State of California Community Development Block Grant Program. Qualified consultants must have extensive experience working with the federal CDBG Program.

The City of Calexico intends to submit a \$3 million 2018 grant application for public facilities improvements or other priority. The City has significant needs with a poverty and unemployment rate well above the State and County average. The City will be conducting its first public hearing in early January to identify and prioritize needs.

Request for Proposals

The City of Calexico is seeking a Grant Application Writer and Reviewer to provide services to the City for the 2018 State of California CDBG program. The response to the "Request for Proposals" must be made according to the requirements set forth in this RFP. Failure to adhere to these requirements or to include conditions, limitations or misrepresentations may be cause for rejection of the submittal.

Consultant's proposal shall include all oversight, documentation, coordination, consultation, meetings, reviews, etc... as necessary to comply with federal CDBG requirements for the application, design, planning and construction of projects that will be identified. This shall include, but is not limited to the following:

- A. A brief history and detailed summary of your firm's qualifications and specific experience;
- B. A statement of your firm's policy regarding affirmative action, and indication if your firm is a small business and/or minority or woman owned business.
- C. Experience of firm and individual team members as it pertains to CDBG grant application, funded project contract and grant administration, and implementation, including CDBG funding procedures (include resumes and references);
- D. List of similar work performed by the firm, including location and type of project. The City may contact past clients for references. Provide the name and telephone number of a reference for each project listed;
- E. A description of the proposed scope of work and methodology.
- F. A proposed schedule;
- G. For each activity (i.e. do not provide a lump sum for all activities), provide a description of proposed costs including:
 1. Provide the hourly rate for each project team member who would be assigned to this project and the estimated number of hours required for each task.
 2. Indicate other expenses that are requested to be reimbursed.
 3. Consultant shall identify any personnel and overhead costs associated with periods of project inactivity or delay.
- H. Organizational chart applicable to this project identifying the project manager, key personnel, and supporting staff. Specific responsibilities of each person should be detailed;

- I. Knowledge of the City of Calexico (list any previous experience with the City);

Scope of Work

The Scope of Work to be performed by the consultant shall include the following activities:

- A. CONSULTANT shall prepare the State of California CDBG application for the City, present the application to the City Council at a public hearing for consideration, and submit the application to the State pursuant to all State and Federal requirements.
- B. CONSULTANT shall be present at all appropriate public meetings if requested.
- C. CONSULTANT shall facilitate communications between all State-CDBG personnel and the City.
- D. CONSULTANT shall answer any questions from State-CDBG staff concerning the application submitted.
- E. CONSULTANT shall appraise the City of all applicable federal and State requirements related to the funds and facilitate the meeting of such requirements.
- F. CONSULTANT shall ensure that required documents are submitted in a timely manner.

Submittal of Proposals

Three copies of the Proposals shall be submitted by **Monday, January 21, 2019 at 5:00 p.m.** either in person or by mail to the following address:

City of Calexico
David Dale, City Manager
608 Heber Avenue
Calexico City, CA 92231

Late or incomplete proposals will not be considered. The City shall have the sole discretion in determining the completeness of each proposal. This solicitation of proposals is not construed as a contract of any kind. The City is not responsible for any pre-contractual expenses incurred by firms responding to this RFP. All proposals shall become the property of the City and will not be returned. All proposals received may become public records under the laws of the State of California and the public may be given access to them after the formal selection process has been completed.

It is understood and agreed that the Proposer claims no proprietary rights to the ideas and written materials contained in or attached to its proposal. Proposals will be maintained as confidential until recommendation is submitted to the City Council at which time all proposals will be public record.

Proposers warrant and covenant that no official or employee of the City, or any business entity in which an official of the City has an interest, has been employed or retained to solicit or aid in the procuring of the contract of this project.

The successful proposer will have the status of an independent contractor and will not be either an officer or an employee of the City.

Consultant shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of

personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

Method and Criteria for Selection

The initial review of all proposals will be to evaluate to ensure they meet the following minimum requirements:

- A. The proposal is complete and is in compliance with the RFP.
- B. Prospective firm agrees to meet, by inclusion of such statement in submittal letter, all State and Federal requirements included in this RFP.

Failure to meet these requirements may result in the proposal being rejected. No proposal shall be rejected if it contains minor irregularities, defect, or variation of the irregularity; defect or variation is considered by the City to be immaterial or inconsequential. In such case, the Proposer will be notified of the deficiency in the proposal and given the opportunity to correct. The City may elect to waive the deficiency and accept the proposal as submitted.

The City reserves the right to reject any and all proposals submitted, to request clarification of information submitted, to request additional information from any and/or all applicants, and to waive any irregularity in the proposal and review as long as City procedures remain consistent with the State Department of Housing and Community Development procurement requirements. The City may award separate contracts for the Grant Application, General Administration and Implementation Services and Labor Standards Compliance Services portions of the RFP.

The contract will be awarded to the proposer who submits the most favorable overall proposal, as determined by the City in its sole discretion, and may be awarded to other than the lowest proposer. Proposals will be evaluated based on the following criteria:

Evaluation Score Methodology:	Points Available
Background, experience and qualifications of the firm	20
Success rate and references	20
Methodology and thoroughness of the Scope of Work, milestones, schedule, cost analysis, and approach to completing the project	20
Cost	10
Overall degree to which the proposal meets the needs of the City	30
Total	100

The City may elect to interview the most qualified firms as evidenced by the submitted proposals to negotiate final costs/anticipated effort for each milestone. Selected consultants will be required to submit a final cost proposal for City review and determination of award.

The terms and scope of the contract will be determined based on negotiations between the City and the prospective consultant. If the City and the prospective consultant fail to reach a contractual

agreement, the City may negotiate with any other top-selected consultant.

After selection of the consultant, all applicants will be notified of the City's decision.

Disputes Relating to Proposal Process

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the City Manager within ten calendar days of the date of the recommendation award or denial letter.

Grounds for an appeal is that the City failed to follow the selection procedures and adhere to requirements specified in this RFP or an addenda or amendments thereto; there has been a violation of conflict of interest as provided by California Government Code section 87100 et seq; or violation of Federal or State law. The City will consider only those specific issues addressed in the written appeal. The City Manager shall consider any matter appealed during a scheduled hearing, within thirty days of receipt. The decision of the City Manager shall be final with respect to the matters of fact.

All disputes and/or appeals must be submitted to:

City Manager
City of Calexico
608 Heber Avenue
Calexico City, CA 92231

Contract Termination/Debarment

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12. The RFP/contract may be voided at any time for cause, by giving at least 14 days written notice, due to violations of any terms and/or special conditions of the RFP/contract, upon request of HUD/City, or withdrawal of the expenditure authority. It is a mutually understood between the parties that this RFP may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the RFP were executed after the determination was made.

The RFP is valid and enforceable only if sufficient current funds are made available to the Department by the United States Government for the Federal fiscal year. In addition, this RFP is subject to any additional restrictions, limitations, conditions or statute enacted by the Congress or State Legislature, which may affect the provisions, terms or funding of this RFP.

Insurance Requirements

Per the City's Consulting Services Agreement for Professional Services.

Conflict of Interest

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or RFP with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure

or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

Assignment

Any contract resulting from this bid and any amendments or supplements thereto shall not be assignable by the successful bidder either voluntarily or by operation of law, without the written approval of the City and shall not become an asset in any bankruptcy, receivership, or guardianship proceedings. Any assignee would need to have equivalent qualifications as to retain award eligibility.

NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

INSURANCE: Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e): The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:

- i. Placing qualified small and minority businesses and women's business enterprises on

solicitation lists;

- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874):

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:

All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:

The City, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

AUDIT, RETENTION AND INSPECTION OF RECORDS:

The Contractor agrees that the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the Consultant shall release and deliver to the (City/County) all original records and related documentation.