



# Takoma Park City Council Meeting – September 18, 2024

## Agenda Item 4

### **Voting Session**

Single Reading Ordinance Approving Contract for the Legislative Services

### **Recommended Council Action**

Review the final contract and ordinance and approve adoption

### **Context with Key Issues**

In October 2024, the City's current contract for Legislative Advocacy Services with Public Policy Partners(PPP) is set to expire. Following Council's administrative session in July, City staff has worked with PPP and the City's Attorney to finalize a renewal contract for a term of five years.

Additional changes from the prior agreement are as follows:

- Minor formatting changes, updates to term dates, and points of contact
- Clarified language around the contract term and billing schedules
- Updated the general insurance requirement conditions to be more in-line with lobbying firm standard coverages
- Simplified compliance language to reference relevant statutes where applicable

### **Council Priorities**

Advancing a Community of Belonging; Fiscally Sustainable Government; Environmentally Sustainable Community; Engaged, Responsive, Service-Oriented Government; Community Development for an Improved and Equitable Quality of Life.

### **Environmental Considerations**

The City's lobbyist plays a critical role in the City team in advancing the City's environmental sustainability goals from the state-wide level.

### **Fiscal Considerations**

None. The updated fee terms are well within the City's FY25 budget.

### **Racial Equity Considerations**

This contract is the extension of a competitively open bid process from 2019.

### **Attachments and Links**

PPP Contract

Ordinance

Introduced by:

Single Reading Ordinance

**CITY OF TAKOMA PARK, MARYLAND**

**ORDINANCE NO. 2024-**

**AUTHORIZING CONTRACT FOR  
LEGISLATIVE ADVOCATE SERVICES**

WHEREAS, the City of Takoma Park has contracted with a firm to provide legislative advocacy services at the State level for many years; and

WHEREAS, the Council has discussed various strategies to try to further the City's interests through at the State level and has found legislative advocacy efforts to be valuable and worthwhile; and

WHEREAS, a Request for Proposals (RFP) for legislative advocacy services was posted in July 2019; and

WHEREAS, following Councilmember review of the proposals, Public Policy Partners was determined to be the firm best suited to address the Scope of Services outlined in the Request for Proposals; and

WHEREAS, over the past 5 years, PPP has successfully performed its responsibilities and the City Council desires to renew its partnership with PPP under substantially the same terms as its expiring agreement.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND THAT:

SECTION 1. The City Manager or her designee is authorized to enter into a contract with Public Policy Partners to provide legislative advocacy services for a period of 5 years under substantially the same terms as the expiring contract to include reasonable contract pricing increases for the 5 year term.

SECTION 2. This Ordinance shall become effective immediately.

Adopted this 18th day of September, 2024 by roll-call vote as follows:

AYE:

NAY:

ABSTAIN:

ABSENT:

**CONTRACT FOR LEGISLATIVE ADVOCACY SERVICES**

*(Standard Form of Agreement between the City of Takoma Park and Contractor)*

THIS CONTRACT is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Takoma Park, Maryland, a municipal corporation, 7500 Maple Avenue, Takoma Park, MD 20912, hereinafter referred to as “City,” and Public Policy Partners, a Maryland professional corporation, 15 School Street, Suite 300, Annapolis, MD, hereinafter referred to as “PPP.”

WHEREAS, on July 19, 2019, the City issued a Request for Proposals, RFP # CC-20190719, seeking a qualified and experienced person or firm to represent and promote the City’s interests to the Maryland General Assembly and other State officials and offices; and

WHEREAS, PPP submitted a proposal to the City in response to the RFP for Legislative Advocate Services; and

WHEREAS, it was determined that PPP’s proposal best met the City’s needs for legislative advocacy services at the State level; and

WHEREAS, over the past 5 years, PPP has successfully performed its responsibilities, and following a 5-year contract term, the City Council desires to renew its partnership with PPP;

NOW, THEREFORE, the City and PPP, for the consideration hereinafter named, agree as follows:

ARTICLE 1 – Contract Work. PPP agrees to provide legislative advocacy and government relations services on behalf of the City before the Maryland General Assembly and other State officials and offices. PPP’s services will include: monitoring and tracking proposed legislation and actions of the General Assembly and Executive Branch that may impact the City of Takoma Park; helping the City strengthen relationships with legislators and other State officials; monitoring issues of importance to the City of Takoma Park; working with key legislators and their staffs to ensure their appreciation of the needs of the City of Takoma Park and of the possible impact of proposed legislation on the City; coordinating and/or preparing position statements and testimony for the City; and coaching City Councilmembers and City officials and staff on how to frame issues, present testimony and interact with legislators and State officials to successfully promote the City’s interests. The services are to be performed as set forth in the “Services to be Provided” section of PPP’s Proposal submitted in response to City RFP # CC-20190719 for Legislative Advocate Services.

ARTICLE 2 – Contract Price, Payment, and Billing.

A. Contract Price. The City agrees to pay PPP for the performance of the Contract Work a fixed fee sum at the following amounts.

- First year (July 1<sup>st</sup> – June 30<sup>th</sup>, 2025): \$2,898.16 per month (\$34,777.92 total)
- Second year (July 1<sup>st</sup> – June 30<sup>th</sup>, 2026): \$2,985.10 per month (\$35,821.20 total)
- Third year (July 1<sup>st</sup> – June 30<sup>th</sup>, 2027): \$3,074.65 per month (\$36,895.80 total)

- Fourth year (July 1<sup>st</sup> – June 30<sup>th</sup>, 2028): \$3,166.89 per month (\$38,002.68 total)
- Fifth year (July 1<sup>st</sup> – June 30<sup>th</sup>, 2029): \$3,261.90 per month (\$39,142.80 total)

B. Payment. Payment under this Contract shall be made in 12 equal monthly payments at the rate identified above.

C. Billing. Payment under this Contract shall be made after PPP submits an invoice in a form acceptable to the City within 30 days after submission of the invoice, provided the Contract Work represented by the invoice has been satisfactorily performed as determined by the City in its reasonable discretion.

ARTICLE 3 – Contract Term.

A. The Term of the Contract shall be for five (5) years. Commencing July 1, 2024, and ending June 30<sup>th</sup>, 2029.

ARTICLE 4 – General Conditions and Contract Documents.

A. General Conditions. The attached City of Takoma Park, Maryland, General Conditions of Contract apply to this Contract and are incorporated by reference and made a part of this Contract.

B. Contract Documents. The Contract Documents consist of: (1) this Contract; (2) City of Takoma Park, Maryland, General Conditions of Contract; (3) PPP’s Certification of Non-Involvement in the Nuclear Weapons Industry (included as part of PPP’s Proposal); and (4) PPP’s Living Wage Requirements Certification (included as part of PPP’s Proposal). All terms and provisions of the Contract Documents are incorporated by reference and made a part of this Contract.

ARTICLE 5 – Insurance. The insurance requirements set forth in the General Conditions apply to this Contract. The City agrees that PPP is not required to name the City as an additional insured on its professional liability insurance policy.

ARTICLE 6 – Notices. Any required notices or other communications under this Contract shall be in writing and personally delivered, mailed, delivered by a reputable overnight delivery service, or emailed. Notice via email may be considered official notice only if the receiving party acknowledges receipt via return email or email read receipt.

If to PPP: Ann Ciekot, Partner and Director of Strategic Partnerships  
Public Policy Partners  
15 School Street, Suite 300, Annapolis, MD 21401  
Telephone: (240) 643-0024  
Email: aciekot@policypartners.net

If to the City: Jessie Carpenter, City Clerk  
City of Takoma Park  
7500 Maple Avenue, Takoma Park, MD 20912  
Telephone: (301) 891-7267  
Email: jcarpenter@takomaparkmd.gov

Either party may change the person or address for notices by written notice to the other party. Notices shall be deemed given when received or three business days after the notice is deposited, properly addressed and postage prepaid, in the United States mail or one business day after the notice is sent by a reputable overnight mail delivery service (such as, but not limited to, Fed Ex or UPS Next Day Delivery). For notices by email, the notice shall be deemed given on the day the recipient acknowledges receipt of the notice via return email or email read receipt.

ARTICLE 7 – Contract Administration.

A. For PPP. Ann Ciekot, Partner and Director of Strategic Partnerships, is PPP’s Authorized Representative for this Contract. PPP’s Authorized Representative shall act on behalf of PPP on all matters pertaining to the Contract Work. All matters and correspondence to PPP shall be directed to the attention of PPP’s Authorized Representative. PPP’s Authorized Representative shall not be changed without prior written notice to and the agreement of the City.

B. For the City. Robert DiSpirito, City Manager, and/or Jessie Carpenter, Director of Council Affairs, are the City Manager’s designees for purposes of this Contract and shall act as the Contract Administrators in connection with this Contract. The Contract Administrators are authorized to perform the duties and functions set forth in the General Conditions. The City’s Contract Administrator may be changed at any time or from time to time by written notice to PPP.

ARTICLE 8 - Non-Involvement in the Nuclear Weapons Industry. PPP is not now engaged, and will not so long as this Contract remains in effect engage, in the development, research, testing, evaluation, production, maintenance, storage, transportation, and/or disposal of nuclear weapons or their components, or the sale of merchandise produced by companies so involved. PPP’s Certification of Non-Involvement in the Nuclear Weapons Industry is made a part of this Contract.

ARTICLE 9 - Living Wage Requirements. This is a contract for the provision of services subject to the living wage requirements of *Takoma Park Code* sections 7.08.180 - 7.08.240. PPP agrees to pay, and agrees to require that any subcontractors and each employee assigned to perform services under this Contract a living wage, subject to exemptions from coverage for particular contracts set forth in 7.08.190 and for particular employees set forth in 7.08.210.F.

ARTICLE 10 – Miscellaneous.

A. Assignment. This Contract and any rights or obligations under this Contract may not be assigned or subcontracted by PPP without the prior written consent of the City and any attempted assignment or subcontracting without such prior written consent shall be void.

B. Entire Agreement; Waiver; Binding Effect; and Severability. This Contract contains the final and entire understanding of the parties with respect to the subject matter of this Contract. There are no representations, terms, conditions, statements, warranties, promises or understanding other than those expressly set forth or referenced herein. The failure of the City to enforce any of the terms, conditions or covenants of the Contract shall not be deemed to be a waiver of a subsequent breach of the terms of this Contract. This Contract shall be binding upon the parties, their heirs, personal representatives, successors, and assigns. No provision in this Contract shall be interpreted for or against a party because that party or that party’s attorney suggested language for or drafted such

provision. If any provision of this Contract is found to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

C. Amendments or Modifications to be in Writing. This Contract may only be amended or modified by a writing signed by both parties.

D. Governing Law. This Contract shall be interpreted under and governed by the laws and regulations of the State of Maryland and the City of Takoma Park. PPP must, without additional cost to the City, pay any necessary fees and charges, obtain all necessary licenses and permits for performance of the Contract Work, and shall perform its services consistent with applicable federal, state and local laws, statutes, ordinances, and regulations in effect as of the date of this Contract and in accordance with any requirements imposed by government authorities having jurisdiction over the Contract Work.

IN WITNESS WHEREOF, the City and PPP have signed this Contract under seal.

**CITY OF TAKOMA PARK, MARYLAND**

By: \_\_\_\_\_  
Robert DiSpirito, City Manager

Date signed: \_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_  
E.I. Cornbrooks, IV, Esquire  
City Attorney, City of Takoma Park

**PUBLIC POLICY PARTNERS**

By: \_\_\_\_\_  
Ann Ciekot, Partner

Date signed: \_\_\_\_\_

**CITY OF TAKOMA PARK, MARYLAND**  
**GENERAL CONDITIONS OF CONTRACT**

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the City is true and correct and can be relied upon by the City in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the City to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The City may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the City access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. CHANGES

Within the general scope of the contract work, the City may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. In such cases, the contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. The contractor shall not proceed with these changes (either additions or deletions) without a Change Order or Contract Amendment being signed by both the City and the contractor and the Order or Amendment stating, as applicable, the change in the work and an estimate of the time and/or cost involved in the change. Any claim of the contractor for an adjustment in time or money due to change must be made in writing within 30 days from the date the City notified the contractor of the change, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" articles of these General Conditions. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

3. CONTRACT ADMINISTRATION

A. The contract administrator is the City's representative for purposes of the contract and is authorized to:

- (1) serve as liaison between the City and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the City Council, City Manager, and/or City Attorney, as appropriate;
- (7) approve or reject invoices for payment;
- (8) recommend contract modifications or terminations; and
- (9) issue notices to proceed and task and purchase orders.

B. The contract administrator is not authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the City's contractual rights.

4. DISPUTES

A. Any dispute arising under this contract which is not resolved by an agreement between the parties shall be decided by the City Manager, after reasonable opportunity is provided for all parties to provide written documentation supporting their position. Pending final resolution of a dispute, except for a termination of this contract by the City, contractor must proceed diligently with contract performance. A claim must be in writing, for specific relief, or for a sum certain if the claim is for money, and any requested money or other relief must be fully supported by all relevant calculations, including cost and pricing information, records, and other information.

B. A decision by the City Manager or his or her designee under the disputes procedure set forth in these General Conditions shall be a condition precedent to suit being filed by any party. For purposes of any litigation involving this Contract, exclusive venue and jurisdiction shall be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County. Both parties waive trial by jury in any action on all matters arising out of this Contract.

#### 5. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials, and data used in the performance of, or developed as a result of, this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract.

#### 6. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

#### 8. GUARANTEE

A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the City's Request for Proposals or other written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the City's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the City and to the City's satisfaction.

B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

C. All warranties and guarantees must be in effect from the date of acceptance by the City of the goods, services, or construction.

D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, City and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested or approved by the City in the contract documents or specifications.

#### 9. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions unilaterally supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

#### 10. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage arising out of, incident to, or caused by reason of the contractor's negligence, malfeasance or failure to perform any contractual obligations. The contractor must indemnify and hold the City harmless from any loss, cost, damage, and other expenses, including attorney's fees and litigation expenses, arising out of, incident to, or caused by the contractor's negligence, malfeasance or failure to perform any of its contractual obligations. If requested by the City, the contractor must defend the City in any action or suit brought against the City arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence or malfeasance of any agent, subcontractor or employee of the contractor is deemed to be the negligence or malfeasance of the contractor. For the purposes of this paragraph, City includes its commissions, departments, agencies, agents, officials, and employees.



#### 11. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the City.

#### 12. INSPECTIONS

The City has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

#### 13. INSURANCE

The Contractor will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, professional errors and omissions insurance, automobile liability insurance and workers' compensation insurance with limits of not less than those set forth below. On each policy, Contractor will name the City as an additional insured, with the exception of the workers compensation insurance and professional liability insurance.

- A. Comprehensive General Liability Insurance The Contractor shall maintain a policy with limits of not less than \$1,000,000.00 each occurrence/aggregate.
- B. Workers' Compensation Insurance. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

The Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the City under this Agreement. Copies of the certificates of insurance for all required coverage shall be furnished to the City prior to beginning work. The City shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein. Coverage will be primary and noncontributory with any other insurance and self-insurance.

Provision of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

#### 14. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the City in any approval, authorization, or license related to its use; and indemnify and hold harmless the City related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the City from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the City, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

#### 15. NON-CONVICTION OF BRIBERY; WARRANTIES

Contractor warrants and represents to its best knowledge: that it is the sole entity, directly or indirectly, interested in

compensation for the delivery of the services and work product awarded, and to be performed under this contract; that any proposal upon which this contract was based was made without any connection with or common interest in the profits with any undisclosed persons or entity; that this contract is fair and made without collusion or fraud; that no employee or official of the City is directly or indirectly interested therein; that none of its officers, directors, or partners or employees directly involved in obtaining contracts or performing any part of the contract work has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

#### 16. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with all applicable City, county, state, and federal laws and regulations regarding employment discrimination. The contractor assures the City that it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, disability, sexual orientation, and gender identity.

#### 17. PAYMENTS

No payment by the City may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the City.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end, without further cost to the City, upon the receipt of notice from the City. The contractor acknowledges that the City Manager has no obligation to recommend, and the City Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the City has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the City that authorizes the contractor to perform work for the next contract term.

#### 18. TERMINATION FOR DEFAULT

A. In the event of any of the circumstances set forth below (hereinafter referred to as "default"), the City may terminate the contract, in whole or in part, and from time to time. Notice of termination must be in writing, state the reason or reasons for the termination, and specify the effective date of the termination.

1. Any fraudulent representation in an invoice or other verification required to obtain payment under the contract or other dishonesty on a material matter relating to the performance of services under this contract.

2. Non-performance, incomplete service or performance, failure to make satisfactory progress in the prosecution of this contract, failure to satisfactorily perform any part of the contract work or to comply with any provision of this contract, as determined by the City's contract administrator in his or her sole discretion, including:

- a) Failing to commence work when notified.
- b) Abandoning the work. Visual inspection by the City's contract administrator will serve as evidence of abandonment.
- c) Subcontracting any part of work without the City's prior approval.
- d) Receiving two written warnings of unsatisfactory or incomplete work or any other violation of the terms of the contract.
- e) Failing to adhere to the required specifications for the contract work.

3. Contractor, or any partner, member, principal or officer of contractor, being criminally charged with an offense involving fraud, dishonesty or moral turpitude.

4. Contractor being adjudged bankrupt or making a general assignment for the benefit of creditor or if a receiver shall be appointed on account of contractor's insolvency.

5. Failure to adhere to the terms of applicable city, county, state, and federal laws, ordinances, regulations, or stated public policy pertaining to the subject matter and performance of the contract, including but not limited to the following: the payment of all applicable taxes and withholding, compliance with equal opportunity employment and labor laws, and/or failure to obtain and/or comply with the terms and conditions of any required permits.

B. In the event of a default, the City shall provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the City's written notice. However, if the City determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the City may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the City for additional costs that foreseeably would be incurred by the City, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

#### 19. TERMINATION FOR CONVENIENCE

This contract may be terminated by the City, in whole or in part, upon written notice to the contractor, when the City determines this to be in its best interest. The termination for convenience is effective on the date specified in the City's written notice or, if the notice does not specify an effective date, then five (5) days after notice of termination is given by the City. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

#### 20. TIME

Time is of the essence.

#### 21. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, and issuance of any required notice to proceed.