

Agenda Report Reviewed by:

City Manager: 

CITY OF SEBASTOPOL
CITY COUNCIL
AGENDA ITEM

Meeting Date: October 19, 2021
To: Honorable Mayor and City Councilmembers
From: Ana Kwong – Administrative Services Director
Subject: Discussion of No Response to RFP For Services for Municipal Financial Services Consultant and proposed Amended Scope of Work
Recommendation: That the City Council discuss and provide direction to staff
Funding: Currently Budgeted: X Yes _____ No _____ N/A
Net General Fund:
Contract Services
Amount: \$40,000

Account Code Number:100-14-01-4210/Costs \$40,000 authorized in City Approved Budget (if applicable) AK (verified by Administrative Services Department)

INTRODUCTION:

This item is to request City Council discuss and provide staff direction for a narrower RFP scope of work as a result of No Response to RFP For Services for Municipal Financial Services Consultant.

BACKGROUND:

During the FY21-22 budget process, the Budget Subcommittee received a presentation on how an Enterprise Fleet Program can help the City implement and manage a vehicle fleet program which the City currently doesn't have. The objective was to provide leasing options which would reduce the impact of capital needs and lower maintenance costs. In addition this would facilitate consistency in budgeting for vehicle replacement over the next 5 to 10 years. Based upon the presentation, the Budget Subcommittee felt that the proposed model was not the best fit for the City because we are geographically small and also felt that the potential cost savings didn't justify having the model. The Budget Subcommittee requested a more in-depth study of the City fleet.

DISCUSSION:

Staff then reached out to Municipal Resource Group (MRG) to discuss a study of capital assets which not only focused on fleet but on all capital assets of the City. This is in line with other studies this consulting firm has done for other agencies. At that time, staff was under the assumption that as soon as the budget is adopted, and in compliance with the City's Purchasing Program, the City Manager would have the ability to execute the contract to kick start such study with MGR since this consulting firm was fully vetted. However, during the July budget deliberation, additional tasks were requested for the scope of work, and it was recommended an RFP process be conducted for the expanded scope of work for this study. During this meeting the scope of work was added to include revenue enhancement and fiscal impact analysis.

Staff prepared an RFP document (attached) and sent it out on September 1, 2021 with a deadline for any interested firm(s) to submit a proposal by September 30, 2021. Staff mailed the proposal to six different firms.

As of the deadline, there were no responses from the following firms:

1. Municipal Resource Group – Danville, CA (MRG declined to propose a bid for the project due to other commitment that the firm has taken on since the City last connected with them during FY21-22 budget process in late March 2021)
2. NBS – Temecula, CA (received communication from the firm indicated that after reading the scope of work, it might be best suited for a Financial Advisor and/or Engineering firm)
3. SCI Consulting Group – Fairfield, CA (no communication)
4. Economic & Planning System, Inc. – Sacramento, CA (no communication)
5. Management Partners – San Jose, CA (staff did receive an email from this firm indicated that they might be interested in submitting a proposal but never did)
6. Bakertilly – Mountain View, CA (no communication)

In addition, the attached RFP document was also posted on the City website and California Society of Municipal Finance Officers (CSMFO). As the result of CSMFO posting of the RFP, the City did receive an additional response from Fieldman Rolapp and Associates. Upon reviewing the RFP, Fieldman Rolapp indicated that the described services were not a good fit for their firm. Additionally, Fieldman Rolapp said it doesn't make sense to collaborate with other service providers to meet all of the described scope of work.

CITY COUNCIL AND/OR GENERAL PLAN GOALS:

Goal 1: Maintain the long term financial stability and sustainability of the City of Sebastopol and Operate City government in a fiscally responsible and responsive manner

5.3: Develop and Implement a Program to evaluate delivery of City Services to Community

Action COS 7i: During preparation of the City's long-range capital expenditure plans, explore the feasibility of replacing and improving the efficiency of the City's existing vehicle fleet.

PUBLIC COMMENT:

As of the writing of this staff report, the City has not received any public comment. However, if staff receives public comment from interested parties following the publication and distribution of this staff report, such comments will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the public comment portion of this item.

PUBLIC NOTICE:

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to schedule meeting date.

FISCAL IMPACT:

The City Council has authorized \$40,000 in the FY 21-22 Fiscal Year Budget.

RECOMMENDATION:

Staff recommends the City Council discuss and provide staff direction for a narrower RFP scope of work as a result of No Response to RFP For Services for Municipal Financial Services Consultant. Staff recommends the following options:

1. Postpone this study and re-evaluate in FY22-23 as the City has limited resources/manpower to manage multiple projects
2. Redefine the scope of work to be less broad on a scaled down version such as:
 - a. Capital Assets Replacement Program Study only; or
 - b. Financial Advisor/Revenue Enhance Strategies Study only
3. Create ad hoc committee with specific tasks to create and redefine request for proposal and return to Council for review/approval at a future date.

Attachment(s):

Request for Proposal Document



CITY OF SEBASTOPOL
ADMINISTRATIVE SERVICES (FINANCE) DEPARTMENT

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
MUNICIPAL FINANCIAL, CAPITAL ASSETS MANAGEMENT PROGRAM
REVENUE ENHANCEMENT, FISCAL IMPACT ANALYSIS ADVISORY SERVICES

DATE ISSUED: Wednesday, September 1, 2021

DATE DUE: Thursday, September 30, 2021, 4PM

CONTACT: Ana Kwong, Administrative Services Director

akwong@cityofsebastopol.org

(707) 824-4879

ALL RESPONSES MUST BE EMAILED OR MAILED TO:

CITY OF SEBASTOPOL
ADMINISTRATIVE SERVICES DIRECTOR
ATTENTION: ANA KWONG
7120 BODEGA AVE
SEBASTOPOL, CA 95472

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I. INTRODUCTION

The name of Sebastopol first came into use in the late 1850s as a result of a prolonged and lively fistfight in the newly formed town, which was likened to the long British siege of the Russian seaport of Sebastopol during the then-raging Crimean War. Britain, France, Sardinia and Turkey fought Russia in this war, one of the first wars to be directly reported by journalists and photographers. The Crimean War was also the origin of improved medical care of the wounded, primarily due to the efforts of Florence Nightingale, who formed a nursing corps to care for wounded British soldiers. Evidently, many Americans in the west sympathized more for the Russian than for the British cause as there were at one time four other Sebastopol's in California; one in Napa County, renamed Yountville, one each in Tulare, Sacramento, and Nevada counties. The apple industry brought a steady rural prosperity to the town and Sebastopol was incorporated in 1902 with schools, churches, hotels, canneries, mills, wineries, and an opera house to its credit. The 1906 earthquake reduced most of these early buildings to rubble, but as elsewhere in the county, the town was rebuilt.

The City provides a full range of municipal services including fire and police protection; construction and maintenance of City streets, storm drains, bridges, and similar infrastructure type assets; park maintenance; community recreation activities; building inspections; licenses and permits; and facilities. In terms of business-type activities, the City provides water and wastewater services through the operation of its utility enterprises.

The official population of the City of Sebastopol as of 2021 is 7,657 (*CA Department of Finance*). Sebastopol is a full-service city and encompasses an area of 1.8 square miles. The City's General Fund Budget is approximately \$11.14 million.

II. SOLICITATION

The City of Sebastopol is seeking proposals from qualified consultants to develop a capital asset replacement program and a funding strategy that is consistent with the schedule of replacement of assets, as well as the cost of replacing capital assets, overall revenue enhancement strategies and fiscal impact analysis advisory services. Prospective consultants will be required to provide consultant/team qualifications, proposed work plans, and other related items as part of the proposal submittal (Section V). Prospective consultants may also provide proposals for any or all of the 4 items in the analysis and report phase (Section III). The deadline for submitting proposals is 4:00PM on Thursday, September 30, 2021.

III. SCOPE OF WORK

The City of Sebastopol is soliciting proposals from qualified firms to develop a capital asset replacement program and a funding strategy that is consistent with the schedule of replacement of assets, as well as the cost of replacing capital assets, overall revenue enhancement strategies and fiscal impact analysis advisory services. The scope of work may include, but is not limited to:

1. Kick-off Meeting

Consultants will meet with key City staff to introduce the consultants team, confirm the project objectives and discuss the project tasks, timelines and deliverables. The kick-off meeting will also be used to identify and obtain documents that will be useful in identifying the City's capital assets, replacement schedules and funding options as well as providing overall revenue enhancement strategies and fiscal impact analysis advisory services.

2. Research Phase

During this Phase, consultants will review and analyze asset replacement requirements, costs and funding options such as working with City staff, consultant will (i) identify the capital assets that will be included in the capital asset replacement program; (ii) identify the current replacement cost for each capital asset; and, (iii) identify the typical useful life and remaining useful life for each capital asset; and (iv) provide overall revenue enhancement strategies and fiscal impact analysis advisory services. In addition, the consultants will seek City input on types, timing and cost of additional capital assets that may be acquired in the future. The scope of work assumes that the City will provide a list of the current and additional capital assets, which the consultants will review with City staff to ensure that all capital assets are included in the capital asset replacement program.

3. Analysis and Report Phase

During this phase, consultant will analyze the capital asset replacement requirements and explore and identify strategies to fund the replacement of capital assets, overall revenue enhancement strategies and fiscal impact analysis advisory services.

- 3.1. Consultant will prepare a schedule for the replacement of the City's existing capital assets (approximately \$40M adjusted cost and less than 1000 items of asset) and any additional capital assets that may be required by the City. The schedule will include the estimated replacement year and the inflation-adjusted replacement cost of each capital asset.
- 3.2. Consultant will review the draft capital asset replacement schedule with City staff, and will revise the draft capital asset replacement schedule (5, 10, 20 years or beyond) based on City staff input.
- 3.3. Consultant will prepare strategies for funding the capital asset replacement program. Strategies may include, for example, a net present value analysis, a "pay-as-you-go" analysis and a debt financing analysis for major expenditures. The capital asset replacement schedule and strategies for funding the capital replacement program will be provided in a Draft Capital Asset Replacement Program Report.
- 3.4. Consultant will provide guidance on overall revenue enhancement (ranging from new tax measures, increase in existing taxes, additional fees, analysis of future growth) and fiscal impact analysis (type of fund balance guidelines/threshold in terms of the maintaining the level of reserves) advisory services.

4. Final Report Phase

Consultant will meet with City staff to review the Draft Programs Report to ensure long-term financial planning analysis being prepared adequately and meet the need of the City. Consultant will revise the Draft Programs Report based on input from City staff and will prepare a Final Programs Report ready to submit to the City Council for discussion.

5. Public Meeting Phase

Consultant will attend the City Council meeting and assist City staff in presenting the Final Program Report to the full Council.

IV. SCHEDULE

Responses to the RFP must be submitted to the City of Sebastopol as outlined in this section.

Responses are due no later than
THURSDAY, SEPTEMBER 30, 2021, AT 4:00 PM
Responses received after this date and time will not be considered.

PROPOSED SCHEDULE FOR THE REVIEW AND SELECTION PROCESS

MILESTONE	DATE	TIME
Release RFP	September 1, 2021	N/A
Question submittal deadline	September 9 , 2021	4:00PM
Questions posted on City website (cityofsebastopol.org)	September 13, 2021	5:00PM
Proposal due date	September 30, 2021	4:00PM
Review and scoring of submittals	October 14, 2020	9:00AM
Interviews w/finalists	TBD	TBD
Award of contract	November 2, 2021	6:00PM
Execute contract and notice to proceed	November 3, 2021	9:00AM

The schedule may be modified and/or extended if necessary.

V. PROPOSAL REQUIREMENTS AND FORMAT

If interested in this RFP, please notify Administrative Services Director Ana Kwong by email at akwong@cityofsebastopol.org so you may be added to the notification list for addendums. Failure to notify Ms. Kwong may result in missing important and required information, and could result in disqualification.

All submittals must follow the format described in this section. Respondents are encouraged to submit clear and concise responses to the RFP. The City of Sebastopol

reserves the right to include or exclude any part of the submittals in the final agreement with the selected consultant.

Email (1) copy of the submittal, or one flash drive (or other digital medium) containing a PDF copy of your proposal. Each submittal shall contain no more than 20 double-sided 8½" x 11" pages. Font shall be no less than 10pt. All pages shall be numbered. Drawings provided with the submittal shall not exceed 11" x 17."

To be considered for selection, submittals must arrive at the location shown below by the date and time specified in Section IV. Proposers who mail packages should allow ample delivery time to ensure timely arrival.

Submittals shall be placed in a clearly marked envelope, titled Municipal Financial, Capital Assets Management Program Advisory Services and mailed to:

City of Sebastopol
Attention: Ana Kwong
7120 Bodega Ave
Sebastopol, CA 95472

It is the sole responsibility of the Proposer to ensure timely delivery. Late proposals shall not be considered. Proposals will not be accepted at any other location other than the address specified above. Faxed proposals will not be accepted.

Submittals must include the following components in the order listed below:

- Part 1: Cover Letter/Executive Summary (5 points)
- Part 2: Experience and Qualifications of Consultant/Team Members (30 points)
- Part 3: Understanding of Project Scope (30 points)
- Part 4: Commitment to the Project Budget (30 points)
- Part 5: Reference Review (5 points) Total Possible: 100 points

PART 1 | COVER LETTER/EXECUTIVE SUMMARY (5 POINTS)

In no more than three (3) pages, the Cover Letter and Executive Summary shall include:

1. The names of the key members of the consultant team.
2. The mailing address, telephone number, and the name of the main point of contact for the consultant team.
3. A summary of the consultant's municipal financial, Capital Assets Management Program, Revenue Enhancement, Fiscal Impact Analysis advisory experience and qualifications and the significant advantages to selecting the consultant.
4. An acknowledgement of receiving any addendum(s) to the RFP document sent out by the City.

PART 2 | EXPERIENCE AND QUALIFICATIONS OF CONSULTANT/TEAM MEMBERS (30 POINTS)

Provide detail relating to the experience and qualifications of the consultant/team, including an organizational chart showing all key personnel who will be assigned to this project. Submit brief resumes demonstrating the training, experience, and other qualifications of the key personnel who will be assigned to this project.

Consultant should further document expertise by including the information regarding the following:

1. Experience as it relates to public municipal financial advisement.
2. Experience as a team on similar scope and type of projects.
3. Experience in facilitating group discussion and presentations.
4. Any other information that would assist the review team in understanding the consultant team's capacity to efficiently and effectively complete the project.

PART 3 | UNDERSTANDING OF PROJECT SCOPE & DETAILED WORK PLAN (30 POINTS)

Each respondent shall demonstrate its capacity to deliver municipal financial and asset and revenue advisory services. Respondent should outline methodology and logistics capable of meeting the goals outlined in the scope, as well as provide a proposed work plan for development and implementation as described in the scope of work. Respondents should draw from previous experience and demonstrated competence to articulate how their capabilities are distinct, comprehensive, and add value. Examples of report format (formal hard copy and digital deliverables) are recommended.

PART 4 | COMMITMENT TO PROJECT BUDGET (30 POINTS)

Consultant shall provide an hourly rate schedule including travel related expenses, if applicable. Each respondent should clearly explain in this section the methods and process it will use to contain expenses and that the City will be getting the best value within the budgeted amount. Information in this section shall include an hourly fee schedule shall be submitted for each proposer and any sub-consultants.

PART 5 | REFERENCE REVIEW (5 POINTS)

The review team will conduct a background reference review of each respondent. Please include the following information for three (3) projects that the proposed consultant/team worked on together:

- Name of the project/study
- Location of the project
- Name, title, and contact information for the client
- Project budget
- Date of completion of the project

VI. PROPOSAL TERMS AND CONDITIONS

1. EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition.

2. ADDENDA INTERPRETATIONS

If it becomes necessary to revise any part of this RFP, a written addendum will be provided to each firm that requested to be added to the notification list, and said addenda will be uploaded to the City website. The City of Sebastopol is not bound by any oral representations, clarifications, or changes made in the RFP by the City or its agents, unless such clarifications or change is provided in written addendum from the City of Sebastopol.

3. DESIGNATED CONTACT

For the purposes of this RFP, the City's designated Project Manager is Ana Kwong, Administrative Services Director. Any questions concerning the scope of work and the selection process shall be directed to Ana Kwong, at akwong@cityofsebastopol.org. Any and all questions and responses concerning this RFP will only be accepted in writing, via email. All questions must be received by September 30, 2021, by 4:00PM.

Responses to questions will be posted on the City's website, www.cityofsebastopol.org, and will become part of the RFP. It is the consultant's responsibility to check the website for updates.

4. PUBLIC RECORDS

This RFP document and all submittals in response thereto are public records. Prospective consultants are cautioned not to include any material into the proposal that is strictly proprietary in nature.

5. PROPOSAL COSTS

All costs associated with the preparation of RFP submittals shall be borne by the respondent. This RFP does not constitute any form of offer to contract.

6. RESERVATION OF RIGHTS

The City reserves the right, for any reason, to accept or reject any one or more proposals; to negotiate the terms and specifications of the proposal; to modify any part of the RFP; or issue a new RFP.

7. PRODUCT OWNERSHIP

Any documents resulting from the contract will be the property of the City.

8. PROFESSIONAL SERVICES AGREEMENT

All Proposers must identify in their proposal any terms and conditions of the sample Professional Service Agreement (Exhibit A) that they wish to negotiate. Insurance is required as outlined in Exhibit B.

9. CAUSES FOR DISQUALIFICATION

Any of the following may be considered cause to disqualify a proponent without further consideration:

- Evidence of collusion among proponents;
- Any attempt to improperly influence any member of the evaluation panel;
- A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.

EXHIBIT A

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2021, by and between the CITY OF SEBASTOPOL, a municipal corporation (hereinafter referred to as "City"), and _____ Consulting, a California corporation, whose business address is _____, California (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the City.

B. The City and Consultant desire to enter into an agreement for consultant services for a _____, pursuant to the _____ Consulting proposal dated _____, and stamped received _____ by the City of Sebastopol, and the Scope of Work attached as Exhibit A.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **TERM:**

The term of this Agreement shall commence on the _____, 2021, and shall terminate on the _____, 2021, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED BY CONSULTANT:**

Consultant shall perform each and every service set forth in Exhibit "A", which is

attached hereto and incorporated herein by this reference.

From the effective date of this Agreement to the end of the contract, Consultant shall make monthly reports in such form as City may require to City concerning the status of the project.

3. COMPENSATION TO CONSULTANT:

Consultant shall be compensated for service performed pursuant to this Agreement in the total amount of _____ unless otherwise approved in advance and in writing by the City. Invoices for work performed pursuant to the Agreement may be submitted on a monthly basis.

4. NOTICES:

All notices, demands, requests, or approvals to be given under this Agreement, shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Consultant to City shall be addressed to or email to City at:

Administrative Services Department
Attn: Administrative Services Director
7120 Bodega Avenue
Sebastopol, CA 95472
akwong@cityofsebastopol.org

All notices, demands, requests, or approvals from City to Consultant shall be addressed to Consultant at:

_____ Consulting
Address

City, California _____
ATTN: _____

5. INDEPENDENT CONSULTANT:

Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers of one another.

Neither the City nor its officers or employees shall have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth.

6. INTEGRATED CONTRACT:

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written agreement signed by both City and Consultant.

7. COST OF LITIGATION:

If any legal action is necessary to enforce any provisions hereof or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses and such an amount as the court may adjudge to be reasonable attorney's fees.

8. HOLD HARMLESS:

Consultant shall indemnify, defend, and hold harmless City, its City Council, boards and commissions, officers, agents, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses, whatsoever, including reasonable attorneys' fees, regardless of the merit or outcome of any claim or suit, arising from the negligent acts, omissions

or willful misconduct of the Consultant in connection to the services or work conducted pursuant to this Agreement.

Consultant shall indemnify, defend, and hold harmless the City, its City Council, boards and commissions, officers, agents and employees from and against any and all claims and losses whatsoever, including reasonable attorneys' fees, accruing or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, equipment or supplies to the extent caused by Consultant's negligent performance in connection with services or work conducted or performed pursuant to this Agreement and arising out of such negligent activities or work, and from any and all claims and losses whatsoever, including reasonable attorneys' fees, accruing or resulting to any person, firm or corporation for damage, injury or death arising out of Consultant's operations.

9. INSURANCE:

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1187) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage **including operations, products and completed operations, as applicable**. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions liability: \$2,000,000 per occurrence.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees and volunteers** are to be covered as insureds as respects liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. The Workers Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against

the City, its officers, officials, employees and volunteers for losses paid under terms of this policy which arise from the work performed by the named insured.

4. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
6. **Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.**

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All original, signed certificates and endorsements are to be received and approved by the City prior to City's approval of the contract and commencement of work. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subconsultants

Consultant agrees to include with all subconsultants in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the

extent they apply to the scope of the Subconsultant's work. Subconsultants hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under the Contract Documents. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. A copy of the contract indemnity and insurance provisions will be furnished to the Subconsultant upon request. The Consultant shall require all sub-consultant to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Consultant will provide proof of compliance to the City.

10. PROHIBITION AGAINST TRANSFERS:

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of the City. Any attempt to do so without said consent shall be null and void, and any assignee, subleasee, hypothecatee or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venturer or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty (50) percent or more of the voting power of the corporation.

11. COUNTERPARTS:

This Agreement may be executed in several counterparts, each of which is an original, an all of which together constitute one and the same document.

12. PERMITS AND LICENSES:

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses and certificates that may be required in connection with the performance of services hereunder.

13. NON-DISCRIMINATION:

Consultant and Consultant's employees shall not discriminate because of sex, race, age, marital status, color, religion, ancestry, sexual orientation, national origin, AIDS, or handicap against any person by refusing to furnish such person any accommodation, facility, service or privilege offered to or enjoyed by the general public. Nor shall Consultant or Consultant's employees publicize the accommodations, facilities, services, or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage or any person because of sex, race, age, marital status, color, religion, ancestry, sexual orientation, national origin, AIDS, or handicap, all subject to reasonable orders of the City.

In the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of sex, race, age, marital status, color, religion, ancestry, sexual orientation, national origin, AIDS, or handicap. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their sex, race, age, marital status, religion, color, ancestry, sexual orientation, national origin, AIDS, or handicap.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Consultant shall permit access to Consultant's records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment, or any other agency of these State of California designated by the authority, for the purpose of investigation to ascertain compliance with this Section.

14. WAIVER:

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

15. TERMINATION:

In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate this Agreement forthwith giving the Consultant written notice thereof.

In the event that City duly notifies Consultant prior to completion of the project, that City wishes to cancel preparation of the work products require under this Agreement, City may terminate this Agreement forthwith by giving to the Consultant written notice thereof. City shall reimburse Consultant for costs and expenses incurred up to the cancellation date. This reimbursement shall be made within thirty (30) days of City receipt of Consultant invoices for costs and expenses incurred, and receipt of all work products produced up to the cancellation date.

16. REPORTS:

Consultant shall, at such time and in such form as the City may require, furnish reports concerning the status of services required under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and the year first above written.

CITY OF SEBASTOPOL,
a municipal corporation

BY: _____

City Manager

CONSULTANT:
_____ Consulting

BY: _____

Title

EXHIBIT B

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1187) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage **including operations, products and completed operations, as applicable**. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions liability: \$2,000,000 per occurrence.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees and volunteers** are to be covered as insureds as respects liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. The Workers Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its

officers, officials, employees and volunteers for losses paid under terms of this policy which arise from the work performed by the named insured.

4. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- 6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.**

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All original, signed certificates and endorsements are to be received and approved by the City prior to City's approval of the contract and commencement of work. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subconsultants

Consultant agrees to include with all subconsultants in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subconsultant's work. Subconsultants hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under the Contract Documents. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. A copy of the contract indemnity and insurance provisions will be furnished to the Subconsultant upon request. The Consultant shall require all sub-consultant to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Consultant will provide proof of compliance to the City.

Revised 07/31/18