



**City of Sebastopol**

**REQUEST FOR PROPOSAL**  
**Fire and Emergency Service Delivery Study**

Proposals Should be Mailed to:  
City of Sebastopol  
City Hall  
Office of the City Manager  
7120 Bodega Avenue  
Sebastopol, CA 95472

Proposals may also be Emailed to:  
[info@cityofsebastopol.org](mailto:info@cityofsebastopol.org)

The preservation of life and property is an inherent responsibility of all levels of government. Since disasters in many devastating forms may strike at any time, the City of Sebastopol must provide safeguards that will save lives and minimize property damage through prior planning, preparedness measures and training. In an effort to be prepared for these disasters, we must analyze provision of emergency services from the City as a whole, as well as provision from individual departments, including the Fire Department. In a community-wide emergency situation, all City departments will play important roles, but none is as important as the immediate emergency response of Fire personnel.

The City of Sebastopol Ad Hoc Fire Committee was comprised to investigate all viable options for the future reliable funding and staffing of the Sebastopol Fire Department and was tasked with accomplishing due diligence and making recommendations to the Council towards meeting the long term needs of the Sebastopol Fire Department and the planning of the future of the department, funding, personnel recruitment, and building and maintaining leadership for our community.

The Ad Hoc Fire Committee has done initial due diligence in review of consolidation versus maintaining the status quo with a municipal volunteer Fire Department and has met with various City Staff, Agency Officials, other Fire Department personnel, and will provide that background information to the selected consultant.

The City of Sebastopol Fire Chief has submitted his retirement effective December 31, 2022. It is imperative that the City receive timely reports and information to ensure the City makes the best decision for the future of these critical services.

The Request for Proposals is designed to determine the potential to achieve the following benefits to the City of Sebastopol community:

- Increased efficiency
- Improved effectiveness
- Enhanced or expanded service(s)
- Unnecessary cost avoidance(s)
- Coordination and planning of consolidation
- Enhanced supervision/training
- Standardization of services and programs
- Potential reduced or improved ISO rating
- Enhancements to future state and federal grant funding.

#### SCOPE OF WORK

Evaluation should focus on the following:

1. Retention of City of Sebastopol Volunteer Fire Department with Conversion to 24/7 Staffing Model
2. Consolidation of City of Sebastopol Volunteer Fire Department with Gold Ridge Fire Protection District

Scope of work listed below, includes but is not limited to the following, and is required for Item 1 and Item 2 above.

- Costs Estimates to Include Personnel, Equipment, Infrastructure
- Calculate a per parcel cost for any required funding beyond the Sebastopol Fire Department's current budget allocation
- The financial capacity of each option to provide long-term fire service and recommendations for any additional funding sources not already being captured
- Recommend process to establish and implement either option
- Provide a financial forecast for five years out regarding cost implications for each option

The report will develop an analysis of present resources available to meet emergency services requirements, including an inventory of both manpower, apparatus and equipment. The report needs to identify departmental strengths, weaknesses and differences, and provide recommendations to the City of Sebastopol management and City Council.

In general, this effort will provide a realistic recommendation for the resolution of implementation issues and the associated financial implications and provide a comparison to the key items listed below:

Factors to Consider:

- Organization Overview
- Planning For Fire and Emergency Medical Protection
- Calls for Service
- Capital Improvement Plans for Apparatus, Equipment and Infrastructure /Facility(ies)
- Suppression
- Training Programs
- Fire Prevention Program
- Loss Potential
- Contract Administration
- Fiscal Analysis
- Plan of Implementation. A plan of implementation for either 1 or 2 listed below shall be developed as a product of the evaluation.:
  1. Retention of City of Sebastopol Volunteer Fire Department with Conversion to 24/7 Staffing Model
  2. Consolidation of City of Sebastopol Volunteer Fire Department with Gold Ridge Fire Protection District

The preliminary project schedule is as follows:

- |  |                       |
|--|-----------------------|
| • Issue Request for Proposal (RFP)           | June 8, 2022          |
| • Deadline for inquiries                     | June 22, 2022         |
| • Deadline for Response to inquiries         | June 29, 2022         |
| • Proposals due by                           | July 5, 2022          |
| • Interviews (may or may not be required)    | Week of July 11, 2022 |
| • Negotiate a contract                       | Week of July 11, 2022 |
| • Award contract through City Council        | July 19, 2022         |
| • Draft report submittal to Ad Hoc Committee | October 4, 2022       |
| • Final report submittal to City Council     | November 1, 2022      |

PROPOSAL CONTENT

Each proposal submitted for this request should contain the following:

1. Understanding of Project:
  - a. Demonstrate an understanding of the project as it relates to the need for professional services.
2. Work Plan & Methodology:
  - a. A description of the work plan to complete the project and the methodology for achieving goals.
3. Project management:
  - a. Identify the project manager, team members, and their qualifications.
  - b. The customer retains the right to accept/reject proposed project manager.
4. Experience:
  - a. Provide a description of previous experience in providing similar services for similar clients.
  - b. Must have knowledge of California laws and regulations.

- c. Must have experience in prior fire consolidation studies.
  - d. Must provide a list of references.
5. Price:
- a. A project price structure must accompany the proposal detailing specific amounts for personnel services (salaries and fringes) and operations.
6. Project Timeline:
- a. Must provide a proposed schedule for carrying out work plan.
7. Evaluation:
- a. Provide a description of how successful completion of the project will be evaluated and demonstrated.
8. Client/Reference:
- a. List the last ten customers consulted in the related field.
  - b. Of the last ten customers consulted, list the client actions taken as a result of the study versus the general recommendation made by the Consultant.

## FORM OF PROPOSAL

Proposals shall include the following:

1. Scope of work to be included as an exhibit to the contract.
2. Project Approach To Project Schedule - Identify start date, milestones and completion date.
3. Description of how the data will be provided.
4. Qualifications and experience of the key individual(s) assigned to this contract.
5. Qualifications and experience of the firm with the scope of work.
6. Reference contact names, agency, address, and phone number.
7. Fixed fee proposal for the work, subtotaled by activity/option analysis with hours and rates. Fee shall be presented in a spreadsheet by the outline of required scope of work as listed above.
8. The names of the Consultant's personnel who are to be involved, their titles, and hourly rates for their services.
9. All other costs to be included in the contract.

The proposal and any questions regarding this request for proposals should be forwarded to the City of Sebastopol City Manager's Office at the following address:

Office of the City Manager  
 Attn: Larry McLaughlin  
 7120 Bodega Avenue  
 Sebastopol, CA 95472  
 Email: [lmclaughlin@cityofsebastopol.org](mailto:lmclaughlin@cityofsebastopol.org)

## EVALUATION PROCESS

Proposals will be evaluated on the following criteria:

1. Experience of key individual(s) assigned to the contract.
2. Experience of firm in performing this type of service.
3. Understanding of project as demonstrated by the thoroughness of the proposal, the introduction of innovative or cost-saving ideas, and approach.
4. References from clients for whom similar work was performed.
5. Project schedule and depth of staff available to perform services.
6. Estimate of resources necessary to perform services.
7. Total project cost

## REQUIREMENTS OF THE SUCCESSFUL FIRM:

### Contracting Guidelines

The firm shall be responsible for complying with the following contracting guidelines:

1. Consultant will furnish all equipment, materials and labor to complete the work by the agreed upon date.

2. Consultant shall obtain a City of Sebastopol business license.
3. Consultant will comply with all applicable laws, rules & regulations including, but not limited to, the requirements of Labor Code §3800 regarding workers' compensation insurance
4. Consultant shall comply with City of Sebastopol Insurance (Requirements Attached)

The proposing firm shall demonstrate, in both the proposal and through past practice, as verified through reference checks, a commitment to the City as a client, respecting the City's interests through listening and understanding of needs. The City, Fire Ad Hoc Committee, and Sebastopol Fire Chief will provide information about the existing agency and fire department to consultant. Consultant shall provide requests for such information in writing to the City Manager who will obtain information from Fire Chief.

#### Acceptance of Terms

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in the RFP unless otherwise expressly stated in the proposal.

#### Right of Rejection by the City

Notwithstanding any other provisions of this RFP, the City reserves the right to reject any and all proposals and to waive any informality in a proposal.

#### Financial Responsibility

The proposing firm understands and agrees that the City shall have no financial responsibility for any costs incurred by the proposing firm in responding to this RFP.

#### NEGOTIATION AND AWARD

The selected firm shall be required to enter into a written contract with the City of Sebastopol, similar to the attached. Any requests for changes to the City standard contract shall be raised prior to selection. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract; however, the City reserves the right to further negotiate the terms and conditions of the contract with the selected firm.

#### ATTACHMENTS

Sample Contract  
Insurance Requirements

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Sebastopol, a municipal corporation located in the County of Sonoma, State of California, hereinafter referred collectively to as "CITY" and **[Consultant Name]**, a California Corporation with principal offices at **[1234 Fifth Street, City State, ZIP]**, hereinafter referred to as "CONSULTANT",

### RECITALS:

WHEREAS, CITY has the need for Fire and Emergency Service Delivery Study services; and

WHEREAS, CITY desires to contract for such services with a private consultant; and

WHEREAS, CONSULTANT is experienced in providing such services for municipal corporations and is able to provide personnel with the proper experience and background to carry out the duties involved; and

WHEREAS CITY wishes to retain CONSULTANT for the performance of said services;

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

### **SECTION 1 – BASIC SERVICES**

Consultant agrees to perform the services set forth in **Exhibit A, "Scope of Services"** and made part of this Agreement.

### **SECTION 2 – ADDITIONAL SERVICES**

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or **Exhibit A, "Scope of Services"**, unless such additional services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

### **SECTION 3 – TIME FOR COMPLETION**

The time for completion of services shall be as identified in **Exhibit A, "Scope of Services"**.

### **SECTION 4 – COMPENSATION AND METHOD OF PAYMENT**

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A "Proposed Pricing", attached hereto and made a part hereof. Total compensation shall not exceed a total of \$ \_\_\_\_\_, unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts,

and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

#### **SECTION 5 – STANDARD OF PERFORMANCE**

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

#### **SECTION 6 – INSPECTION AND FINAL ACCEPTANCE**

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects and fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

#### **SECTION 7 – INSURANCE REQUIRED (EXHIBIT A)**

#### **SECTION 8 – INDEMNIFICATION**

A. Consultant shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.



B. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor (“design professional”), the provisions of this section regarding Consultant’s duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant’s expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant’s obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City’s sole negligence or willful acts or misconduct.

### **SECTION 9 – INDEPENDENT CONTRACTOR STATUS**

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee, or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant’s officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant’s officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City’s employees. Consultant expressly waives any claim Consultant may have to any such rights.

### **SECTION 10 – CONFLICTS OF INTEREST**

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant’s performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.



B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

## **SECTION 11 – OWNERSHIP OF DOCUMENTS**

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing services (collectively the “Work Product”) shall belong exclusively to City. The Work Product shall be considered a “work made for hire” within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

## **SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION**

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent, or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

### **SECTION 13 – SUSPENSION OF WORK**

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

### **SECTION 14 – COMPLIANCE WITH LAW**

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

### **SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS**

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

## **SECTION 16 – RECORDS**

A. Records of Consultant’s direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant’s final invoice.

B. Consultant’s records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

## **SECTION 17 – COOPERATION BY CITY**

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, “Scope of Services”, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

## **SECTION 18 – NOTICES**

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City: City Manager  
7120 Bodega Ave  
Sebastopol, California 95472

To Consultant: Consultant Name  
Address  
City, State, Zip Code

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

## **SECTION 19 – TERMINATION**

A. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.

B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant’s possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

## **SECTION 20 – ATTORNEY FEES**

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

## **SECTION 21 – ENTIRE AGREEMENT**

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

## **SECTION 22 – SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

## **SECTION 23 – CONTINUITY OF PERSONNEL**

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

## **SECTION 24 – DEFAULT**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

## **SECTION 25 – WAIVER**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

**SECTION 26 – LAW TO GOVERN; VENUE**

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Sonoma. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

**SECTION 27 – SEVERABILITY**

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

**SECTION 28 – SPECIAL PROVISIONS**

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:

City:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name: Larry McLaughlin

Title:

Title: City Manager

Approved as to Form:

By: \_\_\_\_\_

Name: Larry McLaughlin

Title: City Attorney

Sample Contract and Insurance Requirements for Fire Study RFP



## EXHIBIT A City of Sebastopol 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, its agents, representatives, or employees.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation insurance, as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.  
(Not required if consultant provides written verification that it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City of Sebastopol for review.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Sebastopol requires, and shall be entitled to, the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sebastopol.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City of Sebastopol, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

### **Primary Coverage**

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sebastopol, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

### **Notice of Cancellation**

Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.

### **Waiver of Subrogation**

Consultant hereby grants to the City of Sebastopol a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Sebastopol by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Sebastopol has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Contractor, its employees, agents, and subcontractors.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City of Sebastopol. The City of Sebastopol may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Sebastopol.

### **Acceptability of Insurers**

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

### **Verification of Coverage**

Consultant shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City of Sebastopol before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### **Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance, meeting all the requirements stated herein, and Contractor shall ensure that the City of Sebastopol is an additional insured on insurance required from subcontractors.

### **Special Risks or Circumstances**

The City of Sebastopol reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.