

# CITY OF SEBASTOPOL



## REQUEST FOR PROPOSALS FOR DEVELOPMENT IMPACT FEE STUDY AND COMPREHENSIVE USER FEE STUDY

ISSUED: May 2, 2019  
PROPOSALS DUE: June 3, 2019

All responses must be sent to:

Kari Svanstrom, Planning Director  
7120 Bodega Avenue  
Sebastopol CA 95472

Phone: 707-823-6167

CITY OF SEASTOPOL, CALIFORNIA  
 REQUEST FOR PROPOSAL  
 DEVELOPMENT IMPACT FEE STUDY AND  
 COMPREHENSIVE USER FEE STUDY

Table of Contents

**PART 1 – SPECIFICATIONS ..... 3**

    I. INTRODUCTION..... 3

    II. DESCRIPTION OF THE CITY..... 3

    III. SCOPE OF WORK TO BE PERFORMED..... 5

        A. Services to be performed by Consultants..... 5

        B. Timeline Requirements..... 9

        C. Reporting and Communication..... 9

        D. Other Considerations..... 9

    IV. BASIS FOR COMPENSATION..... 10

    V. ADDITIONAL PROVISIONS..... 10

    VI. SPECIAL TERMS AND CONDITIONS..... 10

**PART 2 – PROPOSAL REQUIREMENTS AND INFORMATION..... 12**

    I. PROPOSAL PROCESS AND CALENDAR..... 12

        A. Distribution of Proposals..... 12

        B. Proposal Submission..... 12

        C. Interviews..... 12

        D. Final Selection and Notification..... 12

    II. PROPOSAL REQUIREMENTS..... 13

        A. Firm Qualifications and Experience..... 13

        B. Partner, Supervisor, and Staff Qualifications and Experience ..... 13

        C. Specific Fee Study Approach..... 14

        D. Total All-Inclusive Maximum Price..... 14

        E. Rates by Partner, Supervisor, and Staff Level Times Hours Anticipated for  
             Each..... 14

F. Ownership of City-Related Documents.....	14
G. Acceptance of Proposal Contents.....	14
H. Acceptance or Rejection and Negotiation of Proposals.....	14
III. EVALUATION PROCESS.....	14
IV. FORMAT AND CONTENT OF PROPOSAL.....	15
A. Title Page.....	15
B. Table of Contents.....	16
C. Letter of Transmittal.....	16
D. Fee Study Team.....	16
E. References.....	16
F. Scope and Provisions.....	16
G. Cost Data.....	16
H. Additional Data.....	17

**Appendices**

- A. Format for Schedule of Professional Fees and Expenses to Support the Total All-Inclusive Maximum Price
- B. Sample Copy of City’s “Professional Services Agreement”

## PART 1 – SPECIFICATIONS

### ***I. INTRODUCTION***

The City of Sebastopol (hereinafter referred to as “the City”) is requesting proposals from qualified firms (hereinafter referred to as “Firm”) for professional services to conduct a an objective and comprehensive analysis of 1) the impacts of development on certain capital facilities and to calculate impact fees based on that analysis (Impact Fee Study), and 2) the full costs incurred by the City in support of various activities for which the City charges user fees (User Fee Study).

During the evaluation process, the City reserves the right, where it may serve the City’s best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal firm bidder selected.

To be considered, three (3) original copies and one (1) electronic copy provided on CD or flash drive must be received at the City of Sebastopol, Planning Department, Sebastopol City Hall, 7120 Bodega Avenue, Sebastopol, CA 95472, no **later than 5:30 pm June 3, 2019**. Failure to provide the required number of copies in the requested format may render a proposal non-compliant. It is anticipated that the selected firm will be notified no later than the week of June 17, 2019. A copy of this request for proposal can be found on the City’s website: <https://www.ci.sebastopol.ca.us/Local-Business/Current-Bidding-Opportunities>

All questions relating to this Request for Proposal should be submitted in writing by Tuesday, May 21, 2019 to:

Kari Svanstrom, Planning Director  
City of Sebastopol  
7120 Bodega Avenue  
Sebastopol, CA 95472  
[ksvanstrom@cityofsebastopol.org](mailto:ksvanstrom@cityofsebastopol.org)

All responses to questions and RFP revisions will be available on the City’s website: <https://www.ci.sebastopol.ca.us/Local-Business/Current-Bidding-Opportunities>

### ***II. DESCRIPTION OF THE CITY***

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.

In the 21st Century, Sebastopol continues to be a vibrant, creative community. In addition to being the arts and creative hub of West Sonoma County, Sebastopol is a leader in local efforts to address climate change. The City itself, and the community as a whole are leaders in energy and water conservation efforts as well as policy initiatives to address this critical issue. Sebastopol's special qualities and unique geographical setting attract visitors and residents alike, as well as new commercial and industrial businesses, some with global reach. The community continues to work together towards creation of a sustainable local economy.

The City operates under a council-manager form of government. Policy making and legislative authority are vested in the City Council consisting of the Mayor and four other elected Council members. The City Council is responsible, among other matters for passing ordinances, adopting the City budget, appointing committees, and hiring the City Manager. The City Manager is responsible for carrying out the policies and ordinances of the City Council, for managing the daily operations of the City, and for appointing other employees. The Council is elected to four year staggered terms, with two members elected every two years. The Mayor is elected to serve a one year term.

The City provides a range of municipal services including fire and police protection; construction and maintenance of City streets, storm drains, and similar infrastructure type assets; park maintenance; building inspections; licenses and permits. Recreation services, including the Community Center (recreation classes); Ives Pool (aquatic); and the Sebastopol Senior Center are operated by non-profits which receive some City support for their services. The Sebastopol Regional Library physical facility is owned by the City of Sebastopol, and operated by the Sonoma County Library System through a JPA.

In terms of business-type activities, the City provides water and wastewater services through the operation of its utility enterprise, and contracts with the City of Santa Rosa for wastewater treatment services. A separate water rate study is underway, and is not included in this scope.

The City's fiscal year is July 1 through June 30. The City's adopted budget for FY 2018/19 is \$18.7 million, including capital and transfers. The General Fund budget is \$8.7 million, including transfers. The water enterprise has an adopted FY 2018-19 budget of \$2.1 million. The wastewater enterprise fund has an adopted FY 2018-19 budget of \$3.0 million. The City also updated its five-year CIP budget, which identifies funded and unfunded capital projects for both utilities.

The following department/division fees contribute to the City's General Fund revenue: Building, Planning, Fire, Engineering, and Police.

The last updated user fee schedule was adopted by City Council on November 18, 2018 via Resolution 6217. The City's last development impact fee study was in relation to Traffic Impact Fees was completed in November 2003. Housing-related impact fees were last revised by Council in February 2018 via Resolution 6173, which modified selected housing impact fees to reduce fees for smaller housing units (dwellings less than 1,500 square feet).

Licenses and Permits:	\$273,000
Fines and Forfeitures:	\$75,000
Charges for Services	\$280,220

Impact fees made up approximately \$206,000 in FY 2018/19 Adopted Budget and includes the following Impact Fees: Art In-Lieu Fee, Housing Linkage Fee, Inclusionary Housing Fund, Park In-lieu fee, and Traffic Impact Fee, and Utility Underground Fee. The City's current Impact Fee schedule is available on the City's Planning Department Website:

[https://www.ci.sebastopol.ca.us/getattachment/Document/Planning-Department/Impact-and-Annexation-Fee-Schedule/Impact-and-Annexation-Fees\\_Updated-April-2018.pdf.aspx?lang=en-US&ext=.pdf](https://www.ci.sebastopol.ca.us/getattachment/Document/Planning-Department/Impact-and-Annexation-Fee-Schedule/Impact-and-Annexation-Fees_Updated-April-2018.pdf.aspx?lang=en-US&ext=.pdf)

### **III. SCOPE OF WORK TO BE PERFORMED**

#### **A.1 Services to be performed by Consultant. - User Fee Study**

Prepare a User Fee Study of for the City. Project tasks shall include, but are not necessarily limited to, the following. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal:

1. The consultant shall conduct a comprehensive review of the City's fee and rate structure with the goal of establishing a consistent and objectively based fee and rate structure that meets the needs of the City and citizenry.
2. Meet with staff and conduct interviews as needed to gain an understanding of the City's processes and operations.
3. Comparison of service costs with existing recovery levels. This should include any service area where the City is currently charging for services as well as areas where the City should charge for services.
4. Identification of the total cost of providing each City service consistent with all

5. applicable laws, statutes, rules, and regulations governing the collection of fees, rates, and charges by public entities.
6. The consultant shall utilize the Overhead Cost Allocation Model to calculate the costs of providing City services.
7. Recommendation of appropriate fees and charges based on an analysis together with the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic (e.g., parks usage).
8. Prepare a report that identifies the current fee(s) and recommended fee(s). The report must also identify percentage change, cost recovery percentage, and fee comparisons with other Sonoma County cities or cities that are comparable to Sebastopol.
9. The consultant shall prepare a Draft Comprehensive User Fee Study and participate in various presentations to the City Council as deemed necessary by staff. Collect and document comments and concerns from staff and Council members and incorporate those comments as directed.
10. Prepare a final study for each phase and provide six (6) bound copies, one (1) unbound copy, and a digital file copy in Microsoft Word and PDF format to the City. Models, tables and graphs should be provided in Microsoft Excel as deemed appropriate. Any Master Fee Schedule revisions developed shall also be made available to the City in Microsoft Word and PDF format, providing the ability to add or delete and/or update information as needed.
11. Consult with City staff should the need arise to defend the user fees plan as a result of audits or other challenges.

## **A.2 Services to be performed by Consultant. – Impact Fee Study**

Prepare an Impact Fee Study for the City, which may include the following elements. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

1. Work and meet with City staff to refine the project scope, purpose, uses and goals of the City's Development Impact Fee Study to ensure that the study will be both accurate and appropriate to the City's needs. Develop project schedule and answer any questions pertaining to the successful development of the study.
2. Meet with staff and conduct interviews as needed to gain an understanding of the City's existing standards, including references to the General Plan, Housing Element, and Urban Growth Management program, regarding the acceptable levels of service for facilities and infrastructure. Conduct a comprehensive review of the City's existing fees, rates, and charges based on the existing standards and

assumptions. Identify major policy issues involved in the City's development impact fee program.

3. **Findings and Fees:** Provide sufficient information and the necessary findings to help the City determine the development impact fees based on the proposed infrastructure requirements to support the City's General Plan growth projections and the City's Capital Improvement Plan. The consultant will work with City staff to determine other supporting infrastructure or other operational services that could rightfully be included in the fee program to ensure the costs of such supporting infrastructure are paid by development. Findings should include the following information:
  - Describe assumptions, and basis for assumptions, regarding the number and type of development projects planned for the City, and the impact new developments would have upon the level of service for existing facilities and the ability to meet current and future needs. This description would include a description of any varying impacts caused by residential development versus commercial and industrial development.
  - Prepare a listing of the types of and projects eligible for impact fee funding.
  - Describe whether new development will require additional facilities, and if so, include a description of the standards by which it was determined that additional facilities would be required and a description of the additional facilities required.
  - Describe the impact upon level of service for the new development after the additional facilities are constructed. Describe how the new development and existing service levels or residents would benefit from the additional facilities.
  - Prepare an estimated cost of providing additional facilities pursuant to Government Code Section 66005(a). Describe the basis upon which the total estimated cost of providing additional facilities would be allocated.
  - The purpose of any proposed new fees and how the fee would be used; the relationship between the use of current and proposed new fees use and the type of project on which it would be imposed; the need for any additional facilities and the type of project on which the fee would be imposed; the amount of the fee and the cost of the facility (or portion of the facility) attributable to new development and identify nexus to require fee and amount. The final report should summarize key results and findings and explain the methodology used and documentation compliance with the "reasonable relationship" requirements of AB 1600.
  - Report on other matters that come to your attention in the course of your evaluation that in your professional opinion the City should consider.
  
4. **Prepare a final fee study report** and provide six (6) bound copies, one unbound copy, and a single Microsoft Word and PDF file of the Impact Fee Study that can be made available to City staff. Models, tables and graphs should be provided in Microsoft Excel as deemed appropriate. Any impact fee revisions developed shall

also be made available to the City in Microsoft Word and PDF format, providing the ability to add or delete and/or update information as needed.

**Report Deliverables:** Prepare a final report submitted to the City containing background information, methodology, findings, and recommendations. More specifically, consultant shall prepare a report containing, but not limited to, the following:

- Background information
- Description of the overall methodology
- Supporting justification
- Calculations that demonstrate the legal nexus between recommended fees and the impact created by new development
- Relationship between the fee's use and the type of project on which it would be imposed
- Purpose of the Fee
- How the fee would be used
- Description of the relationship between the need for any additional facilities and the type of development project on which the fee would be imposed
- Any additional matters that City staff should be made aware of, findings, and recommendations

5. **Meetings:** The consultant shall include attendance at the following meetings, as a minimum, in their proposal. Should the consultant identify a meeting that they feel is necessary to achieve the results and is beyond the meetings described below, they shall describe them in their proposal. Unless otherwise determined by the City, consultant shall plan on meetings being held at the Sebastopol City Hall. ***Note: It is anticipated that the following meetings will cover both the User Fee and Development Impact Fee Study to make efficient use of consultant and City resources.***

- Kick-off meeting between consultant and City staff to review objectives of study, agree to methodology, exchange information, timing and schedule for all tasks, and to determine information to be provided by City staff.
- Review findings with City staff. Consultant to provide information supporting findings to date and proposed fees.
- Prepare and deliver presentations to the City Council to facilitate their understanding of the Impact Fee Study and its implications for the City and make necessary adjustments as requested. This presentation should discuss methodology, findings, formal presentation, answer questions about finding, collect input for preparation of final report.
- Final City Council meeting to follow up on first meeting and present final report.

The consultant shall consider the following optional meetings in their proposal, with a separate fee schedule, if necessary, for these two additional meetings.

- Public meeting to present draft study report. Meeting to share findings with stakeholders, including developers and engineers. Consultant to facilitate meeting, provide exhibits and formal presentation, collect input and prepare meeting minutes capturing public input.
  - One additional public meeting.
6. Consult with City staff should it become necessary to defend the City's Impact Fees as a result of any legal or other challenge.
  7. Provide a Methodology for updating fees on an annual, biennial, or other recommended basis.

The City reserves the right to modify the scope of services before the contract is awarded depending on cost and the City's confidence in the selected vendor.

## **B. Timeline Requirements**

1. Consultant shall initiate work promptly upon approval by Council and execution of contract, which is estimated to be on or before June 30, 2019, with completion of work by the end of February 2020 to enable the City to include estimated revenue and expenses for the FY 2020-21 budget preparation process and conduct required public hearings for fee increases.

## **C. Reporting and Communication**

1. The consultant will meet continuously during the on-site field work process with the City Manager, Assistant City Manager, Finance Director, Planning Director and, as necessary, Public Works Superintendent and City Engineer to discuss issues, concerns, preliminary findings and recommendations.
2. The consultant will provide regular updates to the City regarding process on the analyses and recommendations and request any additional information or direct need to complete the project on time and within budget.
3. Prior to issuing their final report, the consultant will meet with the City Manager, , Assistant City Manager, Finance Director, Planning Director, and Public Works Superintendent and City Engineer to review the draft report and recommendations to be presented to the City Council.

## **D. Other Considerations**

1. All working papers, reports, and records relating to the work performed under the Professional Services Agreement must be retained, at the consultant's expense,

for a minimum of five (5) years, unless the Firm is notified in writing by the City of Sebastopol of the need to extend the retention period.

2. The consultants will be required to make working papers available upon request to the appropriate parties.
3. The consultant will be required to attend at least one City Council meeting to present the user fee and impact fee studies and answer any questions the Council may have regarding the study or recommendations.

#### ***IV. BASIS FOR COMPENSATION***

- A. The City will pay the consultant for the services described in Part I, Section III (Scope of Work to be Performed) that do not exceed the amount contained within an executed Professional Services Agreement between the City and the Firm. For additional services required after the inception of the Agreement, written approval by the City shall be required in advance of such services being rendered. The fee for such services shall be paid based on the consultant's quoted hourly rates.

#### ***V. ADDITIONAL PROVISIONS***

- A. Upon notice of intent to award contract, the successful consultant shall enter into a Professional Services Agreement with the City of Sebastopol.
- B. No officer, agent, or employee of the City and no member of its governing bodies shall have any financial interest, direct or indirect, in this agreement or the proceeds thereof. No officer, agent, or employee of the Firm shall serve on a City committee or hold any such position which is incompatible with such person's duties or obligations or other relationship to this agreement.
- C. Time is of the essence in each and all provisions of the Agreement.

#### ***VI. SPECIAL TERMS AND CONDITIONS***

- A. The City is not liable for any pre-contractual expenses incurred by any bidder. In addition, no bidder shall include any such expenses as part of the price proposed to conduct the work.
- B. The City reserves the right to withdraw the RFP at any time without prior notice. Further, the City makes no representations that any agreement will be awarded to any bidder responding to this RFP. The City expressly reserves the right to postpone action regarding this RFP for its own convenience and to reject any and all proposals in response to this RFP without indicating reasons for such rejection.

- C. The City is not responsible for oral statements made by any of its employees or agents concerning this RFP. If the bidder requires specific information, the bidder must make the request in writing as instructed in the RFP.
- D. All responses to the RFP shall become the property of the City and a matter of public record. Responders must identify all copyrighted material, trade secrets or other proprietary information that the responder claims are exempt from disclosure by the California Public Records Act. In the event a responder claims such exemption, the responder must state in the response that: “The responder will indemnify the City and hold it harmless from any claim or liability and defend any action brought against the City for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request thereof.” Failure to include such a statement shall constitute waiver of the responder’s right to exemption from disclosure and authority for the City to provide a copy of the proposal or any part thereof to the requestor.
- E. The individual(s) preparing and submitting the proposal must state they possess the authority to bind the firm to the terms of the RFP.
- F. All questions regarding this RFP should be made in writing and emailed to: [kvanstrom@cityofsebastopol.org](mailto:kvanstrom@cityofsebastopol.org)

## PART 2 – PROPOSAL REQUIREMENTS AND INFORMATION

### ***I. PROPOSAL PROCESS AND CALENDAR***

#### **A. Distribution of Proposals**

Request for Proposals shall be available on the City of Sebastopol website: <https://www.ci.sebastopol.ca.us/Local-Business/Current-Bidding-Opportunities> on May 2, 2019

#### **B. Proposal Submission**

Proposals for the City of Sebastopol Comprehensive User Fee Study and Development Impact Fee Study must be received **no later than 5:30 p.m. June 3, 2019**. Proposals submitted via facsimile or by electronic mail will not be accepted. A total of three (3) original and one (1) electronic copy provided on CD or flash drive must be submitted to the following:

City of Sebastopol  
Kari Svanstrom, Planning Director  
City of Sebastopol  
7120 Bodega Avenue  
Sebastopol, CA 95472  
[ksvanstrom@cityofsebastopol.org](mailto:ksvanstrom@cityofsebastopol.org)

All responses to questions and RFP revisions will be available on the City's website: <https://www.ci.sebastopol.ca.us/Local-Business/Current-Bidding-Opportunities>

Proposals must be sealed and show the following information on the outside of the package in the lower left corner: firm's name, address, and RFP Title. Late or incomplete proposals will not be considered.

#### **C. Proposal Review and Notification**

A City selection panel will review and evaluate each proposal submitted.

#### **D. Interviews**

The City may elect to schedule interviews with finalists; if the City elects to do so, these will be scheduled for the week of June 10<sup>th</sup>, 2019. Firms selected for interviews may be requested to prepare a short presentation for the interview committee.

#### **E. Final Selection and Notification**

The City anticipates making a final selection on or before June 18, 2019.

## **II. PROPOSAL REQUIREMENTS**

### **A. Firm Qualifications and Experience**

The proposal should state the size of the Firm, the size of the Firm's staff, the location of the office from which the work on this engagement is to be performed.

For the Firm's office assigned responsibility for the fee study, list the most significant engagements (maximum of 5) performed in the last five (5) years that are similar in organizational type, size and complexity to the engagement described in this request for proposal. These engagements should show experience with local governments preparing a user fee and development impact study. Indicate the scope of work, date engagement partners, total hours, and the name and telephone number of the principal client contact and, if available, a link to the final published report.

### **B. Partner, Supervisory, and Staff Qualifications and Experience**

The Firm shall identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the fee study. The Firm should also provide information on direct fee study experience, including the scope of services requested by the City, of each person, and information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this study.

The Firm should provide as much information as possible, including resumes, regarding the number, qualifications, experience and training of the specific staff to be assigned to this agreement. The Firm should also indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff, and specialists may be changed if those personnel leave the Firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City of Sebastopol. However, in either case, the City of Sebastopol reserves the right to approve or reject replacements. This shall also apply to consultants and firm specialists mentioned in response to this request for proposal.

Other personnel may be changed at the discretion of the Firm provided that replacements have substantially the same or better qualifications or experience and there is continuity of key staff to ensure an efficient fee study process.

### **C. Specific Fee Study Approach**

The proposal should set forth a work plan, including an explanation of the fee study methodology to be followed, to perform the services required in Part I, Section III of this request for proposal.

#### **D. Total All-Inclusive Maximum Price**

The proposal should contain all pricing information relative to performing the fee study as described in this request for proposal. The total all-inclusive maximum price to be proposed is to contain all direct and indirect costs including all out-of-pocket expenses.

#### **E. Rates by Partner, Supervisor, and Staff Level Times Hours Anticipated for Each**

The proposal should include a schedule of professional fees and expenses, as presented in the format shown in Appendix A, which includes the proposed total all inclusive maximum price.

#### **F. Ownership of City-Related Documents**

All property rights, including publication rights of all reports produced by the Firm in connection with services performed under this agreement shall be vested in the City of Sebastopol. The proposer selected shall not publish or release any of the results of its examinations without the express written permission of the City of Sebastopol Finance Director.

#### **G. Acceptance of Proposal Contents**

After a Firm is selected by the City, the contents of the submitted proposal shall become part of the resulting Professional Services Agreement. The successful bidder will be required to execute a standard Professional Services Agreement with the City, an example of which is attached as Appendix B. Failure of the Firm to agree to include the proposal as part of the contractual agreement may result in cancellation of the award. The City reserves the right to reject those parts of the proposal that do not meet with the approval of the City.

#### **H. Acceptance or Rejection and Negotiation of Proposals**

The City reserves the right to reject any or all proposals, to waive non-material irregularities or information in the request for proposal, and to accept or reject any item or combination of items. By requesting proposals, the City is in no way obligated to award a contract or to pay expenses of the proposing Firms in connection with the preparation or submission of a proposal. All requests for proposals received by the City will remain open, valid and subject to acceptance for a period of three months.

### ***III. EVALUATION PROCESS***

The proposals for the City's fee study will be evaluated by a committee selected by the City Manager, Finance Director, and/or Planning Director. Proposers may be required to make oral presentations as a supplement to their proposals. These presentations would only be held subsequent to the receipt of the proposals and will be part of the

evaluation/interview process to determine qualifications of the firm. The City will schedule a time and location in the City of Sebastopol for each oral presentation that it requests. Should a proposer refuse to honor the request for an oral presentation or interview, it may result in the rejection of the proposal by the City.

Evaluation considerations will include the following:

- A. Responsiveness of the proposal in clearly stating the understanding of the work to be performed and in demonstrating the intention and ability to perform the work.
- B. Consultant's experience in conducting fee studies for cities of a similar nature, size, and complexity, and the consultants commitment to maintaining technical expertise in the municipal financial environment.
- C. Technical experience and professional qualifications of the team. The number of key and supervisory personnel who will directly participate in the fee study.
- D. Size and structure of the Firm's office from which the work is to be done and continuity in staff. The City is looking for a highly qualified team that is able to meet the due dates specified in this document.
- E. Cost. Although a significant factor, cost will not be the primary factor in the selection of a firm.
- F. Consultant's experience in complying with applicable federal and state regulations relating to non-discrimination and equal employment opportunity.

#### ***IV. FORMAT AND CONTENT OF PROPOSAL***

##### **A. Title Page**

The title page should include the request for proposal subject, the name of the proposer's firm, local address, telephone number, name of contact person, and date.

##### **B. Table of Contents**

Include a clear identification of the material by section and by page number.

##### **C. Letter of Transmittal**

1. State whether the Firm is local, national, or international.
2. Give the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors, and other professional staff employed at that office.

3. Describe the range of activities performed by the local office such as fee studies, auditing, or management services.
4. Describe the local office's information technology (IT) fee analysis capabilities, including the number and classifications of personnel skilled in IT analysis who will work on the fee study.
5. Describe the local office's recent fee study experiences with small local government agencies.

#### **D. Fee Study Team**

1. Describe the composition of the team, including staff from other than the local office, and consultants. Include resumes of each person so identified.
2. Identify the supervisors and consultants who will work on the fee study and include resumes of each person so identified. Provide qualifications, relevant experience and training of the specific staff to be assigned to this agreement. The Firm should also indicate how the quality of staff over the term of the agreement will be assured.

#### **E. References**

List five municipal (City or County) clients for whom similar or comparable services have been performed. Include the name, mailing address, and telephone number of their principal representative, a detailed description of the work performed, and the dates services were provided.

#### **F. Scope and Provisions**

Describe the scope of the required services to be provided and outline a plan on how such services will be provided. Please include depth of work, staffing, and time estimates. Proposers should list all reports that are to be issued, the points to be addressed by reports, parameters of recommendations and the estimated completion dates.

#### **G. Cost Data**

Indicate the total hours and hourly rates by staff classification and the resulting all-inclusive maximum fee (not to exceed total) for which the requested work will be done for each of the specific deliverables identified in this Request for Proposal. Fees must include all anticipated costs including travel, per diem, and out-of-pocket expenses.

## **H. Additional Data**

Data not specifically requested should not appear in the foregoing sections, but any additional information considered essential to the proposal may be presented at this section.

**APPENDIX A**

<b>Schedule of Professional Fees and Expenses to Support the Total All-Including Maximum Price</b>	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
	<b>Partner</b>	_____	\$ _____	\$ _____
<b>Manager</b>	_____	\$ _____	\$ _____	\$ _____
<b>Supervisory Staff</b>	_____	\$ _____	\$ _____	\$ _____
<b>Other (Specify)</b>	_____	\$ _____	\$ _____	\$ _____
<b>Sub-Total</b>				\$ _____
<b>Out-of-Pocket Expenses</b>				\$ _____
<b>All Inclusive Maximum Total Price</b>				\$ _____

**APPENDIX B  
PROFESSIONAL SERVICES AGREEMENT**

**APPENDIX B  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into on \_\_\_\_\_, 2018 by and between the City of Sebastopol, located in the County of Sonoma, State of California (City), and \_\_\_\_\_ (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as \_\_\_\_\_.

B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

**SECTION 1 – BASIC SERVICES**

Consultant agrees to perform the services and work (together, “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 B, “Compensation”**, attached hereto and

made a part hereof. Total compensation shall not exceed \$\_\_\_\_\_, unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all services 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 services 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 Agreement 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. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

C. Payment to the Consultant for services performed pursuant to this Agreement shall not be deemed to waive any defects in services 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 services under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's services within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject services by a timely written explanation, otherwise Consultant's services shall be deemed to have been accepted. City's acceptance shall be conclusive as to such services except with respect to latent defects and fraud. Acceptance of any of Consultant's services 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**

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by the Consultant, its agents, representatives, or employees, as indicated:

- A. 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. 1/87) covering Automobile Liability, code 1 (any auto).
  3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. 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 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: \$2,000,000 per accident for bodily injury or disease.
- C. Professional Liability Insurance. 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"), Consultant shall maintain at least \$2,000,000 of professional liability insurance.
- D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or greater must be declared to and approved by the City.
- E. 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 agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of services or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.

2. For any claims related to Consultant's conduct while performing the services of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. 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.

F. Waiver of Subrogation. 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 agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the services performed by the named insured for the City.

G. The 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.

H. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms that conform to City requirements. All certificates and endorsements are to be received and approved by the City before services commence. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

## **SECTION 8 – INDEMNIFICATION**

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.

When Consultant under this Agreement is a 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.

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.

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 services

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 attorneys 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 services 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 SERVICES**

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 Agreement, 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,



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 services in progress.

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.

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 services 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 services 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 Napa. 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: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Larry McLaughlin  
Title: City Manager

Approved as to Form:

By: \_\_\_\_\_  
Name: Larry McLaughlin  
Title: City Attorney