



City of Vacaville

Request for Proposal (RFP)

for

Community Engagement Strategy and Communications Plan

All Proposals Must Be Submitted To:

City of Vacaville

Attention: Joanna Leal

650 Merchant Street

Vacaville, CA 95688

Deadline for Proposal Submittal:

June 27, 2024

5:00 p.m. PST

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I. INTRODUCTION

The Community Engagement Strategy and Communications Plan (Plan) is a comprehensive document developed to guide communications and engagement initiatives throughout 2025-2030. The Plan focuses on the successful, consistent, effective, and collaborative approach to engaging City employees, residents, visitors, and stakeholders. This includes clearly defining the messages, priorities, strategies, and tools the City will deploy throughout the identified timeframe.

The Plan aligns with the strategic priorities of the Vacaville City Council¹, particularly Goal 5, furthering the City's mission and vision, improving trust, increasing transparency, and enhancing community pride. As such, the goal of the Plan is to increase community and stakeholder engagement with a set of tools and priorities to offer access to information and amplify meaningful participation in and a broad understanding of City services, initiatives and resources.

As part of this Plan, a set of measurable communications and engagement outcomes will be put in place to refine the focus of City communications. As this document is both responsive and proactive, the Plan will lay out a framework for City staff and stakeholders to regularly review and adapt to the evolving needs of the City with a pulse on shifting trends in the world of civic engagement and communication.

II. CITY OVERVIEW

The City of Vacaville is a vibrant community in one of the fastest growing areas of the nation. It is a mid-sized, full-service city, located halfway between San Francisco and Sacramento, nestled in one of the most diverse counties in California: Solano County. Vacaville was incorporated in 1892 and is approximately 29 square miles in size, and is bordered by rolling hillsides, fruit orchards, and fertile farmland. The City's rich history has transformed the community from a small agricultural town to a thriving and progressive municipality with a diverse population in excess of 100,000 individuals.

Its geographic location makes it one of California's most attractive family communities. It is home to lifetime residents, transplants, veterans and active members of the military community, a beloved downtown with homegrown businesses, two large retail centers, and burgeoning biotechnology and biomanufacturing industries. The City is home to some of the largest and most successful life-science companies in the world, including Genentech/Lonza, LG Chem, Ranin, Polaris, and Agenus. Vacaville has been a center for biomanufacturing since the 1980s.

In 2020, the composition of the Vacaville City Council shifted from five at-large representatives to an at-large mayor and six City Council districts with a brand-new City Manager. The 2020 election resulted in five of seven new members who, collectively,

¹ The strategic plan priorities for FY2021-2026 can be found at [CityofVacaville.gov/StrategicPlan](https://www.cityofvacaville.gov/StrategicPlan).



completed an update of the City's 5-year Strategic Plan, with a goal emphasizing the need for enhanced community engagement and city-wide communications efforts.

III. SCOPE OF WORK

The City anticipates a project scope that includes key elements as outlined below; however, consultants should develop a proposal they believe will most effectively meet the City's objectives of assessing current communications gaps and developing a strategy for improved engagement to achieve the City Council's goals to create a:

"community engagement strategy to enhance public dialogue and trust between the organization and the community and develop a comprehensive communications plan that includes a multi-lingual component."

The selected Consultant is encouraged to include recommendations of additional services they believe would be beneficial to the City above and beyond the tasks represented herein. Each recommendation shall include a full scope of work, timeline, key deliverables, and cost for implementation.

❖ Task 1: Input Gathering

Consultant will review the City of Vacaville's existing communications materials (print, online, and broadcast), market research, media coverage, internal communications, and other feedback to understand the community's perception of the City and to identify strengths/opportunities and weaknesses/barriers to achieving strategic communications goals. Key elements of Plan creation should include, but are not limited to:

1. *Kickoff meeting:*

Meet with the City's project team (in-person and/or virtual) to discuss existing efforts, project goals and deliverables (i.e., what the City is currently doing), develop a work plan and schedules, milestones, budget, and other items. Work with the project team to identify current aspirations and define success.

2. *Complete a City-wide communications audit and analysis:*

Consultant will review and analyze the City's existing policies and practices, capabilities (staff capacity, and resources and management systems), incomplete crisis communications plan, as well as examine communications resources with an emphasis on understanding current priorities, limitations, and resource allocation given competing tasks and emerging issues.

3. *Input gathering:*

- a. Conduct a series of one-on-one interviews (virtual and/or in-person) with City Council, Department Directors, communications liaisons, and community champions to identify the communications priorities and hurdles for each department.
- b. Develop and disseminate (with assistance from City staff if applicable), internal and external stakeholder surveys to gain insight into the City's key audiences,



reception to and digestion of various forms of information, and engagement capacity and desire.

- c. Identify key audiences through audit and analysis and develop a strategic stakeholder map and matrix.

4. *Summary of Communication Gaps and Key Opportunities:*

Provide a summary of what was learned in Tasks 1.1 and 1.2, including branding and communication gaps, and a summary of Task 1.3 interviews that will inform future communications and strategy.

5. *Public Information Organizational Chart Public Relations Division and Communications Staff Analysis*

Prepare a staffing analysis and develop a public information organizational chart including anticipated work product assigned to each position within the Public Relations Division, Public Safety Departments, and other City staff responsible for liaising with the Public Relations Division.

❖ **Task 2: Plan Development**

Relying on qualitative and quantitative research, and input and interviews from Task 1, Consultant will work with the City project team to develop a comprehensive Community Engagement Strategy and Communications Plan with a clear vision for the future, key messages, and specific tasks to achieve goals designed to address where and how the City can best serve residents, businesses, visitors, and stakeholders to create an informed public; generate strategic possibilities to meet the goals stated in the previous sentence; identify barriers; identify helpful best practices and communications standards; and identify systems and resources needed to support the City's efforts.

Critical elements of the Plan should include, but are not limited to:

1. *Develop communication goals and objectives, strategies and tactics including a multi-lingual component.*

Based on Task 1, Consultant will create communication goals and objectives, strategies and tactics that incorporate a multi-lingual component, including variances for permanent, multilingual City staff and non-City staff support. Consultant will define target audiences and specific practices for enhanced communication efforts. Furthermore, Consultant will identify and define the successful outcome and result that will be achieved with Plan implementation.

2. *Internal communications plan*

Provide examples of exceptional communication between the Public Relations Division and Public Safety PIOs and their communication teams. Aid City staff in their role as ambassadors in the community; establish tools and materials to ensure effective internal communication; provide clear guidance on proper messaging and outreach when departments engage with the public; evaluate importance of internal



communications from a resource standpoint; and assess ways to unify the workforce and tap into the resource stated in the previous clause.

3. *External audiences/messaging framework*

Improve visibility, transparency, knowledge, and engagement; develop a framework that identifies specific audience segments along with high-level message themes, communications objectives, and communications channels for each group; particular attention should be paid to developing language that speaks to equity and inclusion.

4. *City Role and Responsibilities Flowchart*

Consultant will define roles and responsibilities for City Council Members, Department Directors, Public Relations Division staff, city-wide communications staff, and stakeholders, and will review and update a responsibility flowchart. As part of this section, Consultant shall develop a public information organizational chart including anticipated work product assigned to each position including future program elements and the required staff time, skill set and capacity to launch specific initiatives and strategies.

5. *Communications Priority Implementation Chart*

Consultant will create a communications priority implementation chart that defines key priorities and those responsible for completing major tasks for each recommendation, expectations among various staff members, communications tools and engagement strategies available for various types of communications.

6. *External communications strategies*

Consultant will identify tactics that reach target audiences; develop and prioritize comprehensive communications strategies to reach a broad and diverse audience; include specific recommendations for messaging across the following key areas:

- a. Electronic communications (web, social media, email, text)
- b. Media Relations (print, broadcast)
- c. Paid media (print, online, broadcast, outdoor, etc.)
- d. Public engagement (community events, education program, Citizens Academy, grassroots outreach, etc.)
- e. Partner relations (working with school districts, regional affiliates, Travis Airforce Base, NGOs, special districts, etc.)
- f. Identify opportunities for presentations/speaking engagements throughout the region and the state; conferences and community groups where the City can have a stronger presence.

7. *Media relations plan*

Consultant will draft a media relations plan that helps the City to be seen by the media as a go-to credible, reliable source on a variety of topic areas; create strategies for developing and managing relationships with local and regional media to further gain coverage and build understanding of the City's work in the community;



provide insights on understanding optimal timing and number of media outreach activities annually as well as best methods and key themes; identify key City communications staff members as primary point of contact for media.

8. *Draft and finalize the Plan*

Compile all elements into a draft Plan; following City of Vacaville review, make necessary changes and submit the final plan for approval; facilitate meetings/workshops with project team to discuss and finalize plan; work with project team to present Plan to the City Council and other applicable audiences.

In addition to the above, elements of a completed plan will include:

- a. Sample communications product templates (e.g. City newsletters, holding statements, etc.)
- b. Updated social media policy.
- c. A brand style guide of the City's current practices.
- d. Completed Strategic Crisis Communications Plan.
- e. Glossary of terms and definitions.
- f. System for ongoing measurement and evaluation.

9. *Implementation plan*

Draft an implementation plan with year-over-year components, templates that allow communications staff to identify annual goals, projected results, and key evaluation criteria, and a timeline to achieve success in the implementation of the Plan. The implementation plan may also include *a la carte* actions and strategies that may be executed during any phase of the five-year plan.

For the year one implementation, create a matrix identifying priority action items that consider financial resources for the first year, outlining the type of work, objectives, timing, lead responsibility and cost/level of effort for each action.

10. *Provide a cost estimate for Plan Evaluation*

As an optional task, the City may elect to bring the Consultant back to conduct periodic implementation evaluation workshop(s) with key stakeholders; develop priorities for the following period; and provide recommendations on new and evolved communications tools.

❖ **Task 3: Training**

The selected Consultant will host a training course for City Council and staff that will accompany the roll out of the adopted Plan. The training should be a comprehensive look into key roles and responsibilities for each attendee, how to utilize the Plan, priorities and best practices, template use, and measurement and evaluation.

As a secondary element to the training, a media relations exercise including an on-camera element will also be offered to attendees.



Training should be developed in a manner that prevents violation of the Brown Act and keeps City Council Members separate from City staff, if applicable or recommended.

❖ **Task 4: Deliverables**

The selected Consultant shall be responsible for providing all reports, documents, and supporting materials to the City for future use. In addition to the Community Engagement Strategy and Communications Plan, training element, implementation plan, and plan evaluation workshop estimate, the final deliverable will include:

1. An executive summary not to exceed three (3) pages and appendices (which may be compiled in a separate document) that contain the complete work product from all Tasks.
2. The Consultant shall be prepared to create a PowerPoint presentation and conduct presentation(s) to the City's department head team and/or City Council in support of the document's approval.

The City places a priority on the timely performance of these services. Once funding has been secured for Fiscal Year 2024-25 and the contract is awarded for this project, the City expects the project to begin within four (4) weeks of the contract award.

Further Considerations

The Consultant should consider the following when creating the scope of work for this project and the final Plan:

1. There is not a preexisting Plan to reference.
2. The City's location in the Bay Area and diverse, multilingual population.
3. The City's interested and engaged residents and businesses.
4. The desire for equitable, inclusive, and representative communication and dialog on City issues.
5. The varying preferences of residents and businesses for different communication channels and issues of a digital divide.
6. The desire to provide multiple opportunities to residents and businesses to engage with City officials and staff, including through volunteerism.
7. The need for the City to have unified and consistent messaging and practices across departments while allowing specific departments to continue their existing communication and engagement practices.
8. The communication and engagement practices that are legally required of a full-service City.
9. The significant number of digital communication tools that are now available and their appropriateness for use by City staff.
10. The City's government cable channel, Access Vacaville, which serves as a mode of communication by broadcasting public meetings and service announcements and serves as an original content creator.
11. The desire to create a brand for the City and to undertake placemaking.
12. The Strategic Plan strategies that relate to communication and engagement, including updates of the City's Emergency Operations Plan (EOP), economic



development strategies and community development engagement plans, and information technology strategic plan; and development of an arts and culture master plan.

13. The desire to which residents and businesses have opportunities to provide input to the development of the communication and engagement plan.

IV. CALENDAR OF EVENTS

The following RFP Calendar of Events represents the City of Vacaville’s best estimate of the schedule that shall be followed. The City reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the RFP Calendar of Events shall be provided to all Proposers in the form of an addendum.

<u>Event</u>	<u>Date</u>
Issue Date of RFP	May 21, 2024
Deadline for Proposer Questions #1	June 7, 2024
Deadline for Proposer Questions #2	June 21, 2024
Deadline for Receipt of Proposals	June 27, 2024
Review Period of Proposals and Interviews (if applicable)	June/July 2024
Consultant Selection and Service Agreement Start Date	July/August 2024

V. CONTACTS

Any questions regarding this RFP should be directed via email to the RFP Coordinator identified below:

Joanna Leal
Public Relations Manager
Joanna.Leal@CityofVacaville.com

VI. RFP AMENDMENT AND CANCELLATION

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, notification shall be posted on the City’s website at CityofVacaville.gov/RFP under “Current Bids”.



VII. EVALUATION CRITERIA

The City will evaluate the proposals in several critical areas listed below:

Scoring Criteria	Possible Points
<p>Proposal Submission</p> <ul style="list-style-type: none"> <input type="checkbox"/> Quality of the proposal <input type="checkbox"/> Conformance with RFP guidelines <input type="checkbox"/> Alignment with the Areas of Focus 	15
<p>Qualifications</p> <ul style="list-style-type: none"> <input type="checkbox"/> Expertise of the fields necessary to execute the proposal <input type="checkbox"/> Recent relevant experience of team members <input type="checkbox"/> Professional qualifications and education of team members Capacity (list # of projects in progress) and impacts on this project. <input type="checkbox"/> Verifiable record of past successes <input type="checkbox"/> References 	35
<p>Project and Implementation Plan</p> <ul style="list-style-type: none"> <input type="checkbox"/> Methodology for data collection, analysis, and reporting <input type="checkbox"/> Approach for demands from diverse stakeholders <input type="checkbox"/> Project Management Plan (work breakdown structure, phases, tasks, timeline) 	30
<p>Pricing</p> <ul style="list-style-type: none"> <input type="checkbox"/> Please provide your best proposal. Any Proposals missing the pricing section will be disqualified. 	20
<p>TOTAL POINTS FOR WRITTEN PROPOSAL</p>	100

The City shall make an award recommendation to the respondent whose proposal represents the best overall value as solely determined by the City. The City's determination shall not be subject to appeal.



VIII. RFP PROCESS AND SUBMISSION REQUIREMENTS

All proposal materials must be placed in a sealed package (envelope, box, etc.) clearly marked with the proposal name and the firm's name. It is the responsibility of the firm to ensure that proposals are received by the City by the due date and time stated on the cover of this RFP. The firm is responsible for delivery of their proposal by the deadline notwithstanding any claims of error or failure to perform by a mail, courier or package delivery service. No proposals or proposal modifications may be submitted orally, electronically, or via telephone, facsimile or electronic mail (email).

Five (5) original and one (1) digital copy in PDF format of the proposal are required and must be submitted and received no later than **5:00 PM (PST) June 27, 2024** to the address below. The original must be clearly marked and contain original signatures.

Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

City of Vacaville
Attention: Joanna Leal
650 Merchant Street
Vacaville, CA 95688

IX. PROPOSAL REQUIREMENTS

Proposals should include:

1. Cover Letter

The cover letter will include the company name, address, and telephone number of the authorized person to be used as the contact. The letter will indicate whether the proposer is an individual, partnership, or corporation. It must be signed by the individual, partner, or an officer or agent authorized to bind the firm. A corporation submitting a proposal may be required to furnish a certificate as to its corporate existence and satisfactory evidence as to the officers authorized to execute the contract on behalf of the corporation.

The firm shall be properly licensed to do business in the City of Vacaville and the State of California.

2. Company Qualifications

- a. A brief description of the organization (limited to one page).
- b. Experience and qualifications of staff.
- c. List the staff assigned, title, and responsibilities as it would relate to this engagement.
- d. Include resumes of each staff assigned.
- e. A list of five (5) references. Please include names, positions and telephone numbers for the individuals identified in the qualifications. **Note: If the**



telephone numbers are incorrect the firm will receive zero points for that reference.

3. Related experience and references.
 - a. Provide a brief summary of your experience developing community engagement strategies, communications plans, offering training in media relations, and presenting to legislative bodies.
 - b. Provide a list of at least five professional references and their contact information.
4. Scope of Services.
 - a. Describe how your firm proposes to meet the Scope of Work and any additional services.
 - b. An outline of action items and deliverables for each element listed in the Scope of Work.
5. Project Schedule:
 - a. Provide a timeline that shows the planned starting time and duration of each task in your scope of work.
6. Cost Proposal
 - a. The cost estimate must include a breakdown of:
 - i. Person-hours per classification for each task / sub-task
 - ii. Billing rates per classification for each task / sub-task
 - iii. Direct labor costs
 - iv. Indirect costs
 - v. General and administrative costs
 - vi. Other direct costs such as equipment and materials
 - vii. Subcontractor costs

X. GENERAL TERMS AND CONDITIONS

1. Collusion

By submitting a response to the RFP, each Proposer represents and warrants that its response is genuine and not made in the interest of, or on behalf of, any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.



2. Gratuities

No person will offer, give, or agree to give, any City employee or its representatives any gratuity, discount, or offer of employment in connection with the award of contract by the City.

3. Required Review and Waiver of Protests

Proposers should carefully review this RFP and all attachments, including but not limited to the Standard Professional Services Agreement, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the City no later than the "Deadline for Proposer Questions" detailed in the Calendar of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective Information upon which contract award could not be made.

Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the City, in writing, by the Deadline for Proposer Questions.

4. Nondiscrimination

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's contractors. Accordingly, all Proposers entering into contracts with the City will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

5. Proposal Preparation Costs

The Proposer is responsible for any and all costs associated with the preparation, submittal, and presentation of any proposal.

6. Proposal Errors

Proposers are liable for all errors or omissions contained in their proposals. Proposers will not be allowed to alter proposal documents after the deadline for submitting a proposal. The City, at its discretion, has the right to accept or reject a proposal in part or whole due to errors and/or omissions of the response.



7. Incorrect Proposal Information

If the City determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known was materially incorrect, that proposal may be determined non-responsive, and the proposal may be rejected at the sole discretion of City.

8. Prohibition of Proposer Terms and Conditions

A Proposer may not submit the Proposer's own contract terms and conditions in response to this RFP. If a proposal contains such terms and conditions, the City, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the City may reject the proposal.

9. Consequence of Submission of Proposal

The submission of a proposal will constitute a binding representation and warranty by the submitting Proposer that the Proposer has investigated all aspects of this RFP and its proposal; that the Proposer is aware of the applicable facts pertaining to this RFP process, procedures, and requirements; that the Proposer has read and understands this RFP and has complied with every requirement; that without exception the proposal is premised upon performing and furnishing the services and equipment required by this RFP and the attached agreement and such means, methods, techniques, sequences or procedures as may be indicated in or required by this RFP and the agreement; and that the RFP is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the project.

The submission of a proposal shall not be deemed an agreement between the Proposer and the City. The proposal is a contractual offer by the Proposer to perform services in accord with the proposal. Specifically, the following provisions apply:

- The City shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.
- Acceptance of a proposal by the City obligates the proposer to enter into an agreement with the City using the template attached below.
- The agreement shall not be binding or valid against the City unless and until it is executed by the City and the selected Proposer.

The proposals received shall become the exclusive property of the City. At such time a recommendation of award to the Vacaville City Council, all proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are trade secrets as that term is defined in Government Code Section 7924.510(f) and which are so marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY"



(collectively, “privileged information”). The City will promptly notify a Proposer that a request seeks disclosure of privileged information. Except as otherwise required by law, the City may, but is not required to, take any affirmative action to seek exemption of the disclosure of said privileged information, if any such exemption is applicable. Independent of any City action, it shall be the sole responsibility of any Proposer to take any and all necessary action(s) to protect said Proposer’s privileged information, including but not limited to, seeking a protective court order. Additionally, proposals that indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be found technically unacceptable. The City shall not in any way be liable or responsible to any Proposer or other person for any disclosure of any such records or portions thereof, whether the disclosure is deemed to be required by law, by an order of a court, or occurs through inadvertence, mistake, or negligence on the part of the City or its officers, agents or employees.

10. Assignment and Subcontracting

The selected Proposer who executes the contract with the City may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the City. Each subcontractor must be approved in writing by the City. The substitution of one subcontractor for another may be made only at the discretion of the City and with prior, written approval from the City.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, will be the prime contractor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Proposer. The Proposer is prohibited from performing any work associated with this RFP or using contractors for any service associated with this RFP outside the United States of America.

11. Right to Refuse Personnel

The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the selected Consultant. The City reserves the right to interview and approve all Proposer staff members. Proposer’s staff may be subject to the City’s background and drug testing processes. Upon City’s request, *Consultant will complete background checks for designated Consultant personnel assigned to provide the services herein to the City. The background check shall include, but is not limited to, a State of California and Federal Bureau of Investigation fingerprint based criminal background check through the State of California. The City reserves the right to refuse assignment of any personnel whose criminal background includes a felony conviction.*

12. Proposal of Additional Services

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the City.



13. Licensure

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The City may require Proposers to submit evidence of proper licensure.

14. Business License

All businesses operating in the City of Vacaville are required to obtain a City of Vacaville Business License. Any business, whether the business is located in Vacaville, or located outside of the City but coming into the City to conduct business, is required to obtain a business license.

15. Lack of Funding

The City may need to amend the terms of this contract in the event that budgetary funding is reduced or discontinued. The Contractor shall receive written notification of either condition as soon as practically possible, but no later than thirty (30) days prior to reduction or termination.

16. Terms of Payment

Payment for monthly services shall be paid on a "Net 30" basis, in accordance with the Agreement terms.

17. Laws and Venue Governing Contract

The contract shall be governed in accordance with the laws of the State of California. The parties will stipulate that the contract will be entered into in the County of Solano, in the State of California. The parties will stipulate that venue for any dispute arising out of the contract shall be with the Superior Court for the County of Solano, California, or, where otherwise appropriate, exclusively in the United States District Court, Eastern District of California, Sacramento, California.

18. Rights of the City of Vacaville

The City reserves the right to:

- a. Make the selection based on its sole discretion;
- b. Reject any and all proposal;
- c. Issue subsequent Requests for Proposals;
- d. Postpone opening proposals, if necessary, for any reason;
- e. Remedy errors in the Request for Proposal process;
- f. Approve or disapprove the use of particular subcontractors;
- g. Negotiate with any, all, or none of the Proposers;
- h. Select other than the lowest offer;
- i. Waive defects or irregularities in any and all proposal;
- j. Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

XI. Contract Template

AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF VACAVILLE AND

FOR

THIS AGREEMENT is made and entered into on the date last written below, by and between the CITY OF VACAVILLE, a municipal corporation (hereinafter "CITY"), and _____, a California corporation, (hereinafter "CONSULTANT").

RECITALS

The purpose for which this AGREEMENT is made, and all pertinent recitals, are listed on EXHIBIT A, entitled "RECITALS", which is attached hereto and incorporated herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

CONSULTANT shall perform those services specified in detail in EXHIBIT B, entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein.

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be from *(check one)*:

the date of this AGREEMENT last written below to _____, inclusive, subject to the provisions of SECTION 11 of this AGREEMENT.

to _____, inclusive, subject to the provisions of SECTION 11 of this AGREEMENT.

SECTION 3. SCHEDULE OF PERFORMANCE.

The services of CONSULTANT are to be completed according to the schedule set out in EXHIBIT C, entitled "SCHEDULE OF PERFORMANCE", which is attached hereto and incorporated herein. Time is of the essence in this AGREEMENT.

SECTION 4. COMPENSATION.

The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed _____ dollars (\$ _____). The rate and schedule of payment are set out in EXHIBIT D, entitled "COMPENSATION", which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT.

Each month, CONSULTANT shall furnish to CITY a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures permitted hereunder.

SECTION 6. INDEPENDENT CONTRACTOR.

It is understood and agreed that CONSULTANT (including CONSULTANT's employees), in the performance of the work and services agreed to be performed by CONSULTANT, shall act as and be an independent contractor and not an agent or employee of CITY; and, as an independent contractor, neither CONSULTANT nor CONSULTANT's employees shall have any rights to retirement benefits or other benefits that accrue to CITY's employees and CONSULTANT hereby expressly waives any claim it or its employees may have to any such benefits or rights.

SECTION 7. ASSIGNABILITY.

The parties agree that the expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CONSULTANT shall not assign or transfer any interest in this AGREEMENT nor the performance of any of CONSULTANT's obligations hereunder, without the prior written consent of CITY, and any attempt by CONSULTANT to so assign or transfer this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION AND WAIVER OF SUBROGATION.

A. INDEMNITY.

To the fullest extent allowed by law, CONSULTANT shall indemnify and hold harmless CITY, its officers, officials, employees and volunteers from and against all actions, causes of actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including without limitation any fees and/or costs reasonably incurred by CITY's staff attorneys or contract attorneys and any and all costs, fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "liabilities"), arising out of or in connection with any negligent act or omission, misconduct or other legal fault of CONSULTANT, its officers, employees, subcontractors or agents in connection with the performance or nonperformance of this AGREEMENT, whether or not CITY

accepted or approved any service or work product performed or provided by CONSULTANT hereunder, and whether or not such liabilities are litigated, settled or reduced to judgment. In the event that a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable to CITY's negligence or willful misconduct, CITY shall pay the portion of damages which is allocated to CITY's negligence or willful misconduct, provided that CITY shall not be liable for any passive negligence of CITY, its officers, officials, employees and volunteers in reviewing, accepting or approving any service or work product performed or provided by CONSULTANT.

B. OBLIGATION TO DEFEND.

CONSULTANT shall, upon CITY's request, defend with counsel approved by CITY (which approval shall not be unreasonably withheld), at CONSULTANT's sole cost and expense, any action, claim, suit, cause of action or portion thereof which asserts or alleges liabilities resulting from any allegedly negligent act, omission, misconduct or other legal fault of CONSULTANT, its officers, employees, subcontractors or agents in connection with the performance or nonperformance of this AGREEMENT, whether or not such action, claim, suit, cause of action or portion thereof is well founded or lacking in merit.

C. INSURANCE POLICIES; TERMINATION.

Acceptance of insurance certificates or endorsements required under EXHIBIT E of this AGREEMENT does not relieve CONSULTANT from liability under this SECTION 8 and shall apply to all damages and claims of every kind suffered, or alleged to have been suffered, by reason of CONSULTANT's negligence, misconduct, or other legal fault regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this AGREEMENT for the full period of time allowed by law.

SECTION 9. INSURANCE REQUIREMENTS.

The defense and indemnification obligations of this AGREEMENT are undertaken in addition to, and shall not in any way be limited by, the Insurance obligations contained in this AGREEMENT. CONSULTANT agrees to have and maintain the policies of insurance set forth in EXHIBIT E, entitled

"INSURANCE", which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by CITY's Risk Management as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by CITY's Risk Management. CONSULTANT agrees to provide CITY project manager with a copy of said policies, endorsements, certificates and/or binders before work commences under this AGREEMENT. The policies shall include a waiver of subrogation endorsement by which CONSULTANT's insurer agrees to waive all rights of subrogation against CITY, its officers, officials, employees and volunteers for losses arising from work performed by CONSULTANT for CITY.

SECTION 10. NONDISCRIMINATION.

CONSULTANT shall not discriminate in any way against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation in connection with or related to the performance of this AGREEMENT.

SECTION 11. TERMINATION.

A. CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days' written notice of termination.

B. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.

C. In accordance with Article XVI, Section 18 of the California Constitution, if in any fiscal year subsequent to the execution of this AGREEMENT, CITY fails to appropriate money for the purpose of funding this AGREEMENT, this AGREEMENT shall terminate, without penalty, effective upon the close of business on the last day of the fiscal year for which funding has been appropriated.

D. CITY's City Manager or his/her authorized designee is empowered to terminate this AGREEMENT on behalf of CITY.

E. In the event of termination, CONSULTANT shall deliver to CITY copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT and, upon receipt

thereof, CITY shall pay CONSULTANT for the reasonable value of services performed to the date of termination.

SECTION 12. GOVERNING LAW.

CITY and CONTRACTOR agree that the law governing this AGREEMENT, and all claims or causes of actions (whether in contract, tort, or statute) that may be based upon, arise out of, or relate to this AGREEMENT, or the negotiation, execution, or performance of this AGREEMENT (including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in or connection with this AGREEMENT or as an inducement to enter into this AGREEMENT), shall be governed by, and enforced in accordance with, the internal laws of the State of California including its statute of limitations, without regard to any conflict of law principles.

SECTION 13. COMPLIANCE WITH LAWS.

CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 14. CONFIDENTIAL INFORMATION.

All data, documents, discussions, or other information developed or received by or for CONSULTANT in the performance of this AGREEMENT are confidential and not to be disclosed to any person except with the prior written permission of CITY, or as required by law.

SECTION 15. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or discovered by CONSULTANT or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use by CITY. In instances where such reports, documents, or other materials are protected by CONSULTANT's copyright, then CITY shall have a personal, unlimited, non-transferable and non-exclusive license under CONSULTANT's copyright to such reports, documents, or other materials.

SECTION 16. WAIVER.

CONSULTANT agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or

a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 17. CONSULTANT'S BOOKS AND RECORDS.

A. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.

B. CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.

C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at any time during regular business hours upon written request by CITY's City Attorney, City Manager, or a designated representative of either of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

D. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT's business, CITY may, by written request by any of the above-named officers, require that custody of such records and documents be given to CITY and that such records and documents shall be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest during regular business hours.

SECTION 18. CONFLICT OF INTEREST.

CONSULTANT shall avoid all conflict of interest or appearance of conflict of interest in the performance of this AGREEMENT.

SECTION 19. SPECIAL PROVISIONS.

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT F, entitled, "SPECIAL PROVISIONS", which is attached hereto and incorporated herein.

SECTION 20. NOTICES.

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

TO CITY: _____, Project Manager
City of Vacaville
650 Merchant St
Vacaville, CA 9568
ATTENTION:

TO CONSULTANT: _____
ATTENTION:

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 21. CLAIMS AGAINST CITY.

In the event any claim or cause of action is brought against CITY by CONSULTANT, its officers, employees, subconsultants, subcontractors, or agents in connection with the performance or nonperformance or arising out of or in any way connected to this AGREEMENT or the duties and obligations contemplated herein, CONSULTANT, its officers, employees, subconsultants, subcontractors, or agents must comply with Vacaville Municipal Code (VMC) Chapter 1.10, as may be amended from time to time. Any claims arising out of or in any way connected to this AGREEMENT, the performance or non-performance hereof, or the duties and obligations contemplated herein must be presented in writing to CITY no later than six (6) months after the accrual of the cause of action and such claims shall be governed by the provisions of VMC Chapter 1.10, as may be amended from time to time. No lawsuit, complaint, or cause of action arising out of or in any way connected with the AGREEMENT, the

performance or non-performance hereof, or the duties and obligations contemplated herein may be brought against CITY, or any officer, employee, board, commission, or authority of CITY, until a written claim has been presented to the CITY Council (by and through the CITY Clerk) and has been acted upon or has been deemed to have been rejected by CITY.

SECTION 22. VENUE.

In the event that suit shall be brought by either party to this AGREEMENT, the parties agree that venue shall be exclusively vested in the state courts of the County of Solano or, where otherwise appropriate, exclusively in the United States District Court, Eastern District of California, Sacramento, California.

SECTION 23. INTERPRETATION.

Each party has reviewed this AGREEMENT and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting party. This AGREEMENT shall be construed as if both parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this AGREEMENT.

SECTION 24. SIGNATOR’S WARRANTY.

Each party warrants to each other party that he or she is fully authorized and competent to enter into this AGREEMENT in the capacity indicated by his or her signature and agrees to be bound by this AGREEMENT.

SECTION 25. SURVIVAL.

The following sections shall survive the expiration or termination of this AGREEMENT: Sections 8, 12, 14, 15, 17, 21, and 22.

SECTION 26. SEVERABILITY.

If any provision of this AGREEMENT shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this AGREEMENT shall not be affected thereby.

SECTION 27. COUNTERPART AND ELECTRONIC SIGNATURE.

As permitted under the U.S. Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000, and the Uniform Electronic Transactions Act (UETA), the parties hereby agree to conduct this transaction by electronic means. This AGREEMENT may be executed through an electronic signature and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that the electronic signatures appearing on this AGREEMENT are intended by each party using it to have the same force and effect as the use of a manual signature for the purposes of validity, enforceability, and admissibility.

SECTION 28. PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

WITNESS THE EXECUTION HEREOF on the day and year last written below.

APPROVED AS TO FORM:

"CITY"

Melinda C.H. Stewart, City Attorney

CITY OF VACAVILLE, a municipal corporation

By: _____
[Insert Name and Title]

By: _____
[Insert Name and Title]

Dated: _____

"CONSULTANT"

, a California corporation

By: _____

Dated: _____

EXHIBIT A

RECITALS

WHEREAS, CITY desires to obtain contract services to _____ ; and

WHEREAS, _____ has the necessary professional expertise and skill to perform such services.

NOW, THEREFORE, the purpose of this AGREEMENT is to retain _____ as CONSULTANT to CITY to perform those services specified in SECTION 1 of this AGREEMENT.

EXHIBIT B

SCOPE OF SERVICES

EXHIBIT C

SCHEDULE OF PERFORMANCE

Work shall commence immediately upon execution of this AGREEMENT and shall be performed in accordance with the schedule set forth below. The time for completion is .

EXHIBIT D

COMPENSATION

CITY agrees to compensate CONSULTANT _____ dollars (\$) for professional services performed in accordance with the terms and conditions of this AGREEMENT.

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payment for professional services and reimbursable expenses, shall not exceed dollars (\$ _____). CONSULTANT shall not be entitled to any additional compensation unless CITY, after receiving written notice from CONSULTANT, approves in writing such additional compensation.

Reimbursable expenses shall include the reasonable cost of: _____.

EXHIBIT E

INSURANCE

In all instances where CONSULTANT or its representatives will provide consulting services to CITY, it shall be a requirement under this AGREEMENT that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to CITY as Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this AGREEMENT; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT under this AGREEMENT.

CONSULTANT shall procure and maintain insurance against claims for injuries to persons, damage to property or economic losses which may arise from or in connection with the performance of the work hereunder and the results of that work by CONSULTANT, its agents, representatives, employees or subcontractors.

CONSULTANT agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General and Auto Liability insurance, CONSULTANT shall look solely to its insurance for recovery. CONSULTANT hereby grants to CITY, on behalf of any insurer providing Commercial General and Automobile Liability insurance to either CONSULTANT or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation, which any such insurer of said CONSULTANT may acquire against CITY by virtue of the payment of any loss under such insurance.

Original signed certificates and separate policy endorsements naming the City of Vacaville as Additional Insured for general liability, and a waiver of subrogation for Workers' Compensation shall be received and approved by CITY before any work may begin. However, failure to do so shall not operate as waiver of these insurance requirements.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG0001).
2. Original and separate Additional Insured Endorsement for General Liability On-Going Operations (ISO Form CG 20 10).
3. Original and separate endorsement for Primary and Non-Contributory insurance coverage (ISO Form CG 20 01).
4. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
5. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
6. Original and separate Waiver of Subrogation for Workers' Compensation Insurance.
7. Professional Liability or Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession.

Required Coverage	Minimum Limits
General Liability <i>(primary and excess limits combined)</i>	<p>Minimum coverage \$ 2,000,000 per occurrence and \$ 4,000,000 aggregate.</p> <p>Includes coverage for bodily injury, personal injury, property damage and products and completed operations. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit.</p> <p>Policy shall be endorsed to name the City of Vacaville as Additional Insured per the conditions detailed below.</p>
Automobile Liability	<p>\$1,000,000 per occurrence for bodily injury and property damage.</p>
Workers' Compensation and Employers' Liability	<p>Statutory limits as required by the State of California including \$1,000,000 Employers' Liability per accident, per employee for bodily injury or disease. If CONSULTANT is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance.</p>
Professional Liability or Errors and Omissions Liability	<p>Minimum coverage \$ 1,000,000 per claim and \$ 1,000,000 aggregate (on a claims made basis).</p>
Additional Insured Endorsement - On-Going Operations	<p>Applicable to General Liability.</p> <p>The City of Vacaville, its officers, officials, employees, agents and volunteers are to be named as Additional Insured for all liability arising out of, or in any way caused, in whole or in part, actively or passively, by the named insured in the performance of this AGREEMENT. All coverage available to the named insured shall also be available and applicable to the CITY as Additional Insured.</p> <p><i>Additional Insured On-Going Operations Coverage shall be at least as broad as ISO Form CG 20 10 04 13.</i></p>
Primary and Noncontributory Endorsement	<p>The Additional Insured coverage under the CONSULTANT's policy shall be Primary and Noncontributory and will not seek contribution from the CITY's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 01 04 13.</p>
A. M. Best Rating	<p>A-:VII or better. If the A.M. Best Rating falls below the required rating, CONSULTANT must replace coverage immediately and provide prompt notice to CITY.</p>

Waiver of Subrogation Endorsement	CONSULTANT’s insurer will provide a Waiver of Subrogation endorsement in favor of CITY for Workers Compensation coverage during the life of this AGREEMENT.
Deductibles and Self-Insured Retentions	<ol style="list-style-type: none"> 1. All deductibles and self-insured retentions (SIR) greater than \$50,000 must be disclosed to and approved by CITY’s Risk Management and shall not reduce the limits of liability. 2. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City. 3. At the option of CITY either the insurer shall reduce or eliminate such deductibles or SIR as respects CITY; or CONSULTANT shall procure a financial guarantee in an amount equal to the deductible or SIR retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Umbrella/Excess Liability Policies

The limits of insurance required in this AGREEMENT may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall be at least as broad as specified for the underlying coverages and cover those insured in the underlying policies. Any umbrella or excess insurance shall also apply on a Primary and Noncontributory basis for the benefit of CITY before CITY’s own insurance or self-insurance shall be called upon to protect it as a named insured.

Claims-Made Policies

If any insurance policy is written on a claims-made form, the following conditions apply: 1) the retroactive date must be shown and must be before the date of this AGREEMENT, 2) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work, and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this AGREEMENT, CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONSULTANT shall include the following language in their agreement with subcontractors:
 “Subcontractor agrees to be bound to the CONSULTANT and the City of Vacaville in the same manner and to the same extent as the CONSULTANT is bound to City of Vacaville under the Contract Documents. Subcontractor further agrees to include the same indemnity and insurance provisions contained in the City Contract Document, to the extent they apply to the scope of the sub-subcontractor’s work. A copy of the CITY Contract Document indemnity and insurance provisions will be furnished to subcontractor upon request.”

CONSULTANT is responsible for verifying subcontractors’ insurance policies and endorsements. CONSULTANT agrees to furnish to CITY upon request proof of insurance coverage for CONSULTANT’s subcontractors.

CONSULTANT agrees to defend and indemnify CITY for any damage resulting from failure of either CONSULTANT or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONSULTANT and/or CONSULTANT's subcontractors, will not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this AGREEMENT. Damages recoverable by CITY from CONSULTANT or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by CITY before work may begin. CITY reserves the right to obtain full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Original insurance certificates and required policy endorsements shall be mailed, or delivered to CITY's Project Manager. Insurance certificates and endorsements may be emailed or faxed to CITY's Project Manager. However, CONSULTANT must mail the original certificates and endorsements to CITY's Project Manager once emailed or faxed.

CITY's Project Manager

NAME:

ADDRESS: City of Vacaville
650 Merchant St
Vacaville, CA 95688

EMAIL: @cityofvacaville.com

PHONE:

Continuous Coverage

CONSULTANT shall maintain the required insurance for a period of at least one hundred and eighty (180) days (except as required under Claims-Made Policies) after final payment has been made by CITY to CONSULTANT pursuant to this AGREEMENT. Should CONSULTANT cease to have insurance as required during this time, all work by CONSULTANT pursuant to this AGREEMENT shall cease until insurance acceptable to CITY is provided. **Maintenance of proper insurance coverage is a material element of this AGREEMENT. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by CITY as a material breach of this AGREEMENT.** In the event that CONSULTANT fails to comply with CITY's insurance requirements, CITY may take such action as it deems necessary to protect CITY's interests. Such action may include but is not limited to termination of this AGREEMENT, withholding of payments, or other actions as CITY deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by CITY, CONSULTANT must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to CITY's Project Manager.**

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

EXHIBIT F

SPECIAL PROVISIONS

Check one:

- There are no special provisions.
- The special provisions to this AGREEMENT are as follows: