



Request for Proposal

NOTICE INVITING PROPOSALS TO PROVIDE SERVICES

The City of Vallejo is requesting qualifications and proposals from executive search firms to provide recruitment services for city manager as described in the attached Request for Proposal.



RFP Issued:	May 26, 2017
Question Submittal Period:	May 26, 2017 – June 4, 2017
Question(s) Answered:	June 5, 2017
Proposals Due:	June 9, 2017 by 3:00 p.m.

**City of Vallejo
Human Resources Department
555 Santa Clara Street, Room 102
Vallejo, CA 94590**



CITY OF VALLEJO
REQUEST FOR PROPOSAL ("RFP")

HUMAN RESOURCES DEPARTMENT
REQUEST FOR PROPOSAL FOR EXECUTIVE RECRUITMENT SERVICES FOR
CITY MANAGER

SECTION 1: INTRODUCTION

The Human Resources Department, hereafter referred to as "Department," of the City of Vallejo, hereafter referred to as "City," is soliciting proposals from qualified, experienced executive search firms to provide executive level recruitment services for the position of City Manager. The City is seeking qualified executive recruitment firms/agencies, hereafter referred to as "Agency" that can assist the City Council in the selection of a new City Manager. The goal of the recruitment will be to have an appointment of the new City Manager by January 1, 2018. The current City Manager is retiring November 12, 2017.

SECTION 2: GENERAL BACKGROUND AND DESCRIPTION

The City of Vallejo, California is a rapidly changing and highly diverse community of approximately 122,000 residents. Vallejo is located in Solano County at the intersection of I-780 and I-80 approximately halfway between San Francisco and Sacramento. It is an active, waterfront community with easy access to local and regional attractions such as an historic downtown and waterfront area, Mare Island, Six Flags Discovery Kingdom, the Napa Valley, San Francisco Bay area, and numerous other historical, cultural and recreational activities.

The City of Vallejo is a full-service, charter city with approximately 548 full-time equivalent employees and an adopted FY 16/17 budget totaling \$206.2 million serving a population of approximately 120,000 residents. There are seven operating departments within the City: Community and Economic Development, Finance, Fire, Human Resources, Police, Public Works, and newly formed Water Utilities. The City Manager's Office oversees several divisions, including City Clerks' Office, Information Technology and Housing, and manages programs such as the Participatory Budget program. The City has a Council/Manager form of government with the City Council composed of a Mayor plus six Council Members who are elected at large to four-year staggered terms. The Mayor and Council provide leadership, develop policies to guide the City in delivering services and achieving community goals, adopt ordinances and directives,



approve the budget, appoint boards and commissions, and hire the City Manager and City Attorney. Among other duties, the City Manager is responsible for implementing the Council's policies, ordinances and directives, for overseeing the daily operations of the City, and for appointing directors of the City's departments.

SECTION 3: SCOPE OF WORK

The successful consulting firm will be expected, at minimum, to perform the following:

- Meet with the City Council and City's Executive staff as necessary to facilitate the development of an appropriate candidate profile and list of priorities for the new City Manager.
- Schedule, coordinate and meet with community members and representatives from the City's employee labor groups during 2-3 public "town hall" type meetings to seek input to facilitate the development of an appropriate candidate profile and list of priorities for the new City Manager.
- Work closely with City Council and the Human Resources Department throughout the recruitment and selection process.
- Develop and administer a nationwide search for appropriate candidates.
- Answer questions from candidates and collect application materials.
- Review the applications received, comparing them to the desired candidate profile, performing screening interviews as needed.
- Advise the City Council on the qualifications of the candidates, develop a list of recommended candidates and provide a written report summarizing the overall candidate pool and the qualifications of those selected to be interviewed.
- Advise the City Council on interview strategies and appropriate questions to ask candidates; attend the interview sessions and assist the Council with narrowing the candidate pool to 3-5 finalists.
- Conduct complete background checks on finalist candidates and advise the City Council of the results.
- Facilitate the final interview process and assist the City Council with making a selection.
- Assist the City with employment contract negotiations.
- Ensure all timelines are met regarding each step/phase of the recruitment and selection process.



SECTION 4: PROPOSAL REQUIREMENTS

Each proposal shall include the following information:

- A. Background information on the firm, including details of the firms' experience with similar recruitments in California, including the number of City Manager searches and placements with a focus on the past twelve months; a brief resume of the individual(s) assigned to this project; contact information for references; and sample work products including recruiting brochures, candidate questionnaires, candidate reference reports, etc. The proposal should include information about the firm's current engagements and an affirmation of the firm's ability to focus on this project and meet the recruitment timelines.
- B. A proposed schedule for each phase of the process, including development of the recruitment profile, search, background evaluations, interviews, and selection. Be aware of the City of Vallejo's City Council meeting schedule (see attached).
- C. Information about the firms' approach in the event the recruitment does not produce a viable candidate or results in the premature dismissal or resignation of the selected candidate.
- D. A cost proposal for the City of Vallejo City Manager search, including consulting fees and reimbursable expenses. Payment terms should also be addressed.
- E. Selected Agencies will be required to enter into a Professional Services Agreement, hereafter referred to as "Agreement." Portions of the Agency's proposal may be incorporated into the Agreement. All terms and conditions of the Agreement are non-negotiable.
- F. Failure to execute the Agreement and furnish the required insurance and Vallejo business license within the required time shall be just cause for revisions of the award. If the successful Agency refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Agency.
- G. The City shall not be liable for any pre-contractual expenses incurred by any Agency in relation to the preparation or submittal of a proposal. Pre-contractual expenses include, yet are not limited to, expenses by Agency in: preparing a proposal or related information in response to the RFP; negotiations with the City on any matter related to this RFP; and costs associated with interviews, meetings, travel or presentations. Additionally, the City shall not be liable for expenses incurred because of the City's rejections of any proposals made in response to this RFP.

SECTION 5: INSTRUCTIONS AND INFORMATION ON PROPOSAL SUBMISSION

Five (5) hard copies of the proposal should be submitted no later than 3:00 p.m. on Friday, June 9, 2017 to the Department of Human Resources. Faxed or e-



mailed proposals will not be accepted. This date and time will close the proposal period. This date and time are fixed and extensions will not be granted. All proposals must be submitted in sealed envelopes, bearing on the outside the proposer Agency's name, the proposer Agency's address and the words "City of Vallejo Proposal for Executive Recruitment Services for City Manager." Proposals shall be mailed or hand-delivered to:

**City of Vallejo
Human Resources Department
555 Santa Clara Street, Room 102
Vallejo, CA 94950**

All interested parties are encouraged to contact Janet Thiessen, Human Resources Program Manager, at janet.thiessen@cityofvallejo.net or (707) 648-4363 with any questions not addressed in this RFP. Each proposal will be considered binding for 90 calendar days following the proposal date.

The City reserves the right to reject any and all proposals submitted, to request clarification of services submitted, to request additional information from competitors, and to waive any irregularity in the proposal. Finalist candidates may be asked to present their qualifications to a selection committee designated by the City Council. Following proposal evaluations, interviews and reference calls, the award of a contract to the successful consultant will be at the sole discretion of the City Council.

SECTION 6: PROPOSAL SCHEDULE

1. The RFP issued on May 26, 2017.
2. Proposers/bidders may submit inquiries about any RFP requirements from May 26 – June 4, 2017.
3. The City addresses any questions by June 5, 2017.
4. Proposals must be submitted by 3:00 p.m., June 9, 2017.
5. City Council reviews proposals and makes selection from June 9 - 19, 2017.
6. City staff notifies proposers/bidders of decision on June 20, 2017.



7. Agency conducts information gathering/input sessions with City Council, City Manager and public from June 20 – July 7, 2017.
8. Agency develops ideal candidate profile and finalizes same from July 7 – 14, 2017.
9. Agency begins advertising and conducts nationwide search from July 15 – August 9, 2017.
10. Agency provides City Council and Human Resources Department with list and applicant information of top ten candidates by August 18, 2017.
11. Agency works with City Council and Human Resources Department to reduce list of applicants to top 3-5 candidates by August 25, 2017.
12. Agency coordinates, schedules and facilitates candidate interviews with City Council from August 25, 2017 – September 8, 2017.
13. City Council makes selection by September 15, 2017.
14. Agency assists City with conditional offer, contract negotiations, background investigation, reference checks and final offer to selected candidate by October 1, 2017.
15. Agency assists City with public announcement of selected candidate as needed.
16. New City Manager begins employment with City of Vallejo effective January 2, 2018.

SECTION 7: SELECTION PROCESS

1. Qualifications

The successful proposal shall substantially demonstrate the ability to timely provide executive recruitment services for City Manager for the City of Vallejo. The proposer must also demonstrate in their proposal the qualifications of their agency and that they have sufficient resources (personnel and otherwise) to successfully complete the Scope of Work.

The City will evaluate proposals according to the process and criteria described below.



2. Review and Evaluation of Proposals

After proposals are received by the City, a City Council selected *ad-hoc* sub-committee will screen proposals, reviewing them for responsiveness to the RFP in order to determine whether the proposer possesses the qualifications necessary for the satisfactory performance of the services required. The City may also investigate qualifications of all proposers to whom the award is contemplated, and the City may request clarifications of proposals directly from one or more proposers.

The *ad-hoc* sub-committee will use the following criteria to evaluate the submittals received in response to this RFP:

	Criteria	Points (out of 100)
1.	Adherence to the requirements of this RFP.	10
2.	Qualifications and experience with services outlined in this RFP, including experience in nationwide recruitment for city managers, recent experience in California, and depth of individuals/service team assigned to this recruitment.	25
3.	Proposer's approach to providing services outlined in this RFP.	25
4.	Schedule and availability	10
5.	Cost	20
6.	Reference contact results	10

3. Notification of Withdrawal of Proposal

Proposals may be modified or withdrawn at any time prior to the date and time specified for proposal submission by an authorized representative of the proposal and by formal written notice. Proposals submitted will become the property of the City after the proposal submission deadline.

4. Public Record and Non-Disclosure Agreements

Each proposer is hereby informed that, upon submittal of its proposal to the City in accordance with this proposal request, the proposal is the property of the City.

Unless otherwise compelled by a court order, the City will not disclose any proposal while the City conducts its deliberative process in accordance with



the procedures identified in this proposal request. However, after either the City awards an agreement to a successful proposer, or the City rejects all proposals, the City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code Sections 6250, *et seq.*) unless there is a legal exception to public disclosure.

5. Award of Agreement

The City reserves its right to negotiate the terms of the Agreement for this project with one or more proposers. Upon completion of the review/evaluation, the City shall notify those proposers who will be considered for further evaluation and negotiation. All proposers so notified shall negotiate in good faith in accordance with direction from the City. Any delay caused by proposer's failure to respond to direction from the City may lead to rejection of the proposal.

If the City determines, after further evaluation and negotiation, to award the Agreement, a Written Service Agreement shall be sent to the successful proposer for the proposer's signature. No proposal shall be binding upon the City until the Agreement is signed by duly authorized representatives of the selected proposer and the City.

6. Right of the City to Reject Proposals

The City of Vallejo reserves its right to reject any or all proposals based on its sole discretion, or to waive any minor defects or irregularities in any proposal or in the proposal process, or to solicit new proposals on the same project or on a modified project which may include portions of the original proposed project as in the best interest of the City.

7. Written Agreement

The selected proposer will be required to enter into a written agreement with the City under which the proposer will undertake the obligations described in this proposal request. The written agreement shall be in the form of the City's standard Consultant and Professional Services Agreement (Attachment 2), and shall not be modified except as it pertains to the Scope of Work to the written agreement or compensation (Attachment 2, Exhibit A).

8. Conflict of Interest

Proposers shall disclose any past, ongoing or potential conflicts of interest, which the proposer may have because of performing the work described in this proposal request.



9. Insurance

The proposer shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed in the City's standard Consultant and Professional Services Agreement (Attachment 2, Exhibit C). A current copy of an insurance certificate or a letter of intent to provide insurance from the issuing company (including a description of types of coverage and dollar amount limits) shall be submitted with the proposal.

The successful proposer shall submit a Certificate of Insurance (with endorsements) that names the City as additional insured to the City concurrently with the execution of the written agreement and prior to the commencement of any services.

10. Business License

The successful proposer either must possess a current, valid Vallejo business license or must have submitted a Vallejo business license application and fee at the time of agreement award.

ATTACHMENTS

1. City Council Meeting Schedule for 2017
2. Consultant and Professional Services Agreement (Sample)

CITY COUNCIL TENTATIVE MEETING

SCHEDULE 2017-2018

January	3 and 24 10 (special meeting)	January	9 and 23
February	14 and 28	February	13 and 27
March	14 and 28	March	13 and 27
April	11 and 25	April	10 and 24
May	9 and 23	May	8 and 22
June	13 and 27	June	12 and 26
July	11 and 25	July	10 and 24
August	8 (if needed) and 22	August	14 (if needed) and 28
September	12 and 26	September	11 and 25
October	10 and 24	October	9 and 23
November	7 and 14	November	13 and 27
December	12 and 19	December	11 and 18

Notes:

1. Vallejo Sanitation & Flood Control District meetings are held on the first meeting of the month and start at 6:00 p.m.

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Consultant and Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this ____ day of _____, 20__, by and between the City of Vallejo, a municipal corporation ("City"), and [type in name], [type in the type of entity], hereinafter referred to as "Consultant", who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."

2. **Payment.** City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement.

3. **Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. **Indemnification.** Consultant shall indemnify, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Consultant's operations, or any subcontractor's operations, to be performed under this agreement for Consultant's or subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Consultant, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless to any limitation by insurance, with the exception of the sole negligence or willful misconduct of the City.

The provisions of this section shall survive the expiration or termination of this Agreement.

5. **Insurance Requirements.** Consultant agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements

for Consultant." Failure to maintain required insurance at all times shall constitute a default and material breach.

6. Accident Reports. Consultant shall immediately report (as soon as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses, and telephone numbers of any known witnesses, (c) the date, time, and description of the accident or other occurrence.

7. Conflict of Interest. Consultant warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Consultant's family, business, real property or financial interests and the services to be provided under this Agreement. Consultant shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Consultant's family, business, real property, or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Consultant shall disclose such conflict in writing to City. Every individual who performs services on behalf of Consultant pursuant to this Agreement must file a full Statement of Economic Interests (also known as Form 700) with the City Clerk if the work of the individual involves making a governmental decision whether to issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement; authorizes the City to enter into, modify, or renew a contract; grants City approval of specifications for a contract; adopts or approves for the City any policy, standard or guideline; lobbies on behalf of the City, or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

8. Independent Contractor. Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents, or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services pursuant to this Agreement.

9. Licences, Permits, Etc. Consultant represents and warrants to City that all consultant services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Consultant has all the permits, qualifications and approvals of

whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.

10. Business License. Consultant, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Consultant until such business license(s) has been obtained.

11. Standard of Performance. Consultant shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Consultant's profession currently practicing in California.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Consultant's responsibilities under this section shall not be delegated. Consultant shall be responsible to City for acts, errors, or omissions of Consultant's subcontractors.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by

negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant.

12. Force Majeure. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by causes or circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that the Consultant is unable to meet the completion date or schedule of services, Consultant shall immediately inform the City Representative of this in writing. If additional time is required to perform the work, the City Representative may adjust the schedule.

13. Time is of the Essence. Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

14. Personnel. Consultant agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Consultant pursuant to this Agreement shall be the full and complete compensation to which Consultant and Consultant's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Consultant nor Consultant's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Consultant. The City shall not be required to pay any workers' compensation insurance on behalf of Consultant.

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

15. Consultant Not Agent. Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Consultant shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

16. Term. The term of this Agreement shall commence on [type in start date] and shall continue in full force and effect until [type in end date].

City shall, at its discretion, have the right to extend the term of this Agreement, in intervals of [type in time period, e.g., one month, one year, 90 days], by written notice to Consultant. The total duration of this Agreement, including the exercise of any options under this section, shall not exceed [type in time period, e.g., one year, 90 days].

If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation of funds for such purpose by the City Council of the City of Vallejo. If funds to effect such continued payment are not appropriated, Consultant agrees to terminate any services supplied to City of Vallejo under this Agreement, and relieve City of any further obligation therefore.

17. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to City all City records and documents, all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Consultant for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Consultant for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Consultant for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

18. Products of Consulting Services. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Consultant resulting from services rendered pursuant to this Agreement, shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited

to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2002) format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

19. Cooperation by City. City shall, to the extent reasonable and practicable, assist and cooperate with Consultant in the performance of Consultant's services hereunder.

20. Assignment and Subcontracting. Consultant shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Consultant shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Consultant. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Consultant to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Consultant's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

Any subcontractor or assignee consented to by City shall be bound by all terms and conditions of this agreement and the same shall be incorporated into and made a part of any assignment or subcontractor agreement.

21. Successors and Assigns. All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

22. Non-Discrimination/Fair Employment Practices.

(a) Consultant shall not, because of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual

orientation of any person, refuse to hire or employ, or to bar or discharge from employment, or to discriminate in compensation, or in terms, conditions or privileges any person, and every employee will receive equal opportunity for employment and shall be granted equal treatment with respect to compensation, terms, conditions or other privileges of employment, without regard to his race, religious creed, color, sex, national origin, ancestry, or disability, medical condition, age, marital status or sexual orientation.

Consultant warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or procurement of materials or equipment.

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement relative to nondiscrimination and fair employment practices.

Consultant shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.

(b) Consultant agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations and City ordinances and regulations hereinafter enacted.

23. Notices. All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City: [insert name]
[insert title]
[insert Department name]
555 Santa Clara Street
Vallejo, CA 94590

If to Consultant: [insert name]
[insert title]
[insert company name]
[insert street name and suite #, if any]
[insert city, state and zip code]

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

24. Integration Clause. This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

25. Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

26. Law Governing. This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

27. Waiver. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

28. Ambiguity. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

29. Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

30. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

31. Compliance with Laws. Consultant will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

32. Confidentiality of City Information. During the performance of services under this Agreement, Consultant may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Consultant agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Consultant's scope of work, to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential.

A violation by Consultant of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Consultant's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

33. News and Information Release. Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

34. City Representative. The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

35. Counterparts. The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

36. Facsimile Signature; Electronic Signature. This Agreement shall be binding upon the receipt of facsimile signatures or e-mailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party pursuant to the notice

provision of this Agreement. The failure to send an original shall not affect the binding nature of this Agreement.

37. Authority. The person signing this Agreement for Consultant hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Consultant.

38. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled "Scope of Work," including any attachments

Exhibit B, entitled "Compensation," including any attachments

Exhibit C, entitled "Insurance Requirements," including attachments

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

[INSERT CONSULTANT NAME
]
 [INSERT TYPE OF ENTITY]

By: _____
 [insert name]
 [insert title]

DATE: _____

Vallejo Business License No.

(City Seal)

CITY OF VALLEJO,
a municipal corporation

By: _____
 Daniel E. Keen
 City Manager

DATE: _____

ATTEST:

By: _____
 Dawn Abrahamson, City Clerk

APPROVED AS TO CONTENT:

 [insert Department Head Name]
 [insert Department Head Title]

APPROVED AS TO FORM
AND INSURANCE:

 Claudia Quintana
 City Attorney

EXHIBIT A
SCOPE OF WORK

1. Representatives. The City Representative for this Agreement is:

[insert name]
[insert title]
[insert Department name]
555 Santa Clara Street
Vallejo CA 94590
[insert telephone number]
[insert facsimile number]

The Consultant's Representative for this Agreement is:

[insert name]
[insert title]
[insert company name]
[insert street name and suite #, if any]
[insert City, state and zip code]
[insert telephone number]
[insert facsimile number]

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission, or electronic mail as agreed between the Consultant Representative and City's Representative.

2. Services to be Provided. The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference.

3. Time for Performance. Consultant will perform the services according to the schedule below. If the schedule calls for the services to be performed in phases or discrete increments, Consultant shall not proceed from one phase or increment to the next without written authorization from the City's Representative. Consultant will complete all services by [insert date].

OR

Consultant will perform the services according to the schedule contained in Attachment [insert number] of Exhibit A. If the schedule calls for the services to

be performed in phases or discrete increments, Consultant shall not proceed from one phase or increment to the next without written authorization from the City's Representative. Consultant will complete all services by [insert date].

4. Key Personnel. All of the individuals identified below are necessary for the successful prosecution of the services due to their unique expertise and depth and breadth of experience. There shall be no change in the personnel listed below, without written approval of the City Representative. Consultant recognizes that the composition of this team was instrumental in the City's decision to award the work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination.

Key personnel are as follows: [INSERT LIST OF EMPLOEES NAMES]

EXHIBIT B
COMPENSATION

1. Consultant's Compensation.

A. Services: City agrees to pay Consultant, at the rate(s) specified below, for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, for a total not to exceed [insert dollar amount in words - e.g. Two Thousand Five Hundred Fifty Dollars and 13 Cents] [insert dollar amount in number- e.g., \$2,550.13].

Consultant shall notify City in writing no later than thirty (30) days prior to the estimated date when Consultant will have billed City the maximum payment amount permitted under this Agreement, and Consultant shall provide City with an estimate of the additional compensation required to complete the project.

City agrees to pay Consultant for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, in a lump sum of [insert dollar amount in words - e.g. Two Thousand Five Hundred Fifty Dollars and 13 Cents] [insert dollar amount in number- e.g., \$2,550.13] upon satisfactory completion of the services and delivery of the work product.

B. Additional Services:

1. Additional Services are those services related to the scope of Services of Consultant as set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by the City Manager, or his or her designee. City reserves the right to perform any Additional Services with its own staff or to retain other Consultants to perform said Additional Services.

2. Consultant's compensation for Additional Services shall be based on the total number of hours spent on Additional Services multiplied by the employees' appropriate billable hourly rate as established below. City, at its option, may negotiate a fixed fee for some or all Additional Services as the need arises. Where a fixed fee for Additional Services is established by mutual Agreement between City and Consultant, compensation to Consultant shall not exceed the fixed fee amount.

2. Appropriate Billable Hourly Rates for Services and Additional Services. Consultant's billable hourly rates shall be:

OR

Consultant's billable hourly rates shall be as listed in Attachment 1 of Exhibit B, attached hereto and incorporated herein by this reference.

3. Consultant's Reimbursable Expenses. Reimbursable Expenses shall be limited to actual reasonable expenditures of Consultant for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by City.

4. Payments to Consultant.

A. Payments to Consultant shall be made within a reasonable time after receipt of Consultant's invoice, said payments to be made in proportion to services performed. Consultant may request payment on a monthly basis. Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

B. All invoices submitted by Consultant shall contain the following information:

1. Description of services billed under this invoice
2. Date of Invoice Issuance
3. Sequential Invoice Number
4. City's Purchase Order Number (if issued)
5. Social Security Number or Taxpayer Identification Number
6. Amount of this Invoice (Itemize all Reimbursable Expenses")
7. Total Billed to Date

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to Consultant for correction. City shall not be responsible for delays in payment to Consultant resulting from Consultant's failure to comply with the invoice format described above.

D. Request for payment shall be sent to:

[insert name]
[insert title]
[insert Department name]
555 Santa Clara Street
Vallejo CA 94590

5. Accounting Records of Consultant. Consultant shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Consultant's direct salary costs for all Services and Additional Services performed under this Agreement and records of Consultant's Reimbursable Expenses, in accordance with generally accepted accounting practices. Consultant shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours' notice.

The obligations of Consultant under this section shall survive this Agreement.

6. Taxes. Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

7. Taxpayer Identification Number. Consultant shall provide City with Consultant's complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service, and any other State or local tax identification number requested by City.

EXHIBIT C

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Consultant, their agents, representatives, or employees or subcontractors.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

A. Insurance Services Office form number GL 0002 covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

B. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 any auto and endorsement CA 0025.

C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

D. Professional Liability insurance appropriate to the Consultant's profession (Errors and Omission).

2. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

A. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury or disease. If Consultant is not subject to California Workers' Compensation requirements, Consultant shall file a completed certificate of

exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

D. Professional Liability (Errors and Omission): \$1,000,000 combined single limit per occurrence, and annual aggregate.

3. Deductible and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City of Vallejo, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. Other Insurance Provisions. The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

A. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.

B. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

D. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in

coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

F. The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Consultant's performance under this Agreement.

5. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

6. **Verification of Coverage.** Consultant shall furnish the City with certificates of insurance and original endorsements effecting general and automobile liability insurance coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

7. **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. **Payment Withhold.** City will withhold payments to Consultant if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Consultant otherwise ceases to be insured as required herein.