

**CITY OF CLEARLAKE REQUEST FOR  
PROPOSALS  
POLICE CHIEF  
RECRUITMENT SERVICES  
JANUARY 5, 2018**



**PROPOSALS DUE JANUARY 23, 2018**

## City of Clearlake

### Request for Proposals for Recruitment Services

The City of Clearlake is requesting proposals from interested, qualified and experienced professional search firms to provide recruitment services for the position of Police Chief. A Request for Proposals (RFP), which includes instructions for its completion, is attached.

Respondents to this RFP shall submit completed proposals in a sealed envelope, clearly marked with "Proposal for Recruitment Services" and the name of the firm submitting the proposal. An original, two (2) copies and one (1) electronic copy must be submitted to the City Clerk's office by **5:00 p.m. PST on Tuesday, January 23, 2018** to the following address:

City of Clearlake City Clerk's Office  
14050 Olympic Drive  
Clearlake, CA 95422

If you have any questions about the RFP, please submit your inquiries for clarification in writing, preferably via e-mail, **by January 12, 2018**, to:

Greg Folsom  
City Manager  
14050 Olympic Drive  
Clearlake, CA 95422  
(707) 994-8201 x 120  
(707) 995-2653 fax  
gfolson@clearlake.ca.us  
Monday through Thursday

Clarification inquiries will be answered en masse on **January 17, 2018** via email.

# City of Clearlake

## Request for Proposals for Recruitment Services

### A. Introduction

The City of Clearlake (City) is requesting proposals from professional search firms for recruitment services. All proposals must be received by the City Clerk's Office, 14050 Olympic Drive, Clearlake CA 95422, **no later than 5:00 p.m. PST on Tuesday, January 23, 2018. Late proposals may not be considered.** An original signed version, two copies, and one electronic copy, sealed and clearly marked, "Proposal for Recruitment Services" must be submitted. The proposal must show the return address and telephone number of the proposer.

Proposals must be responsive to City's request. The City shall determine the most responsive and responsible consultant providing the best service at the most reasonable cost. Cost alone shall not be the determinative factor. The City reserves the right in its absolute discretion to make no award or contract.

### B. City of Clearlake

The City of Clearlake was incorporated in 1980 as a General Law city and operates as a Council/City Manager form of government with five councilmembers elected at large. Sitting on the south end of Clear Lake, the City encompasses 10.5 square miles and has a current population of 15,531. Clear Lake is the largest natural in-land body of water in the state offering boundless recreational opportunities. As one of two incorporated cities in Lake County, the City enjoys a rural, informal lifestyle yet is conveniently located to the Bay Area, the Sierra Nevada and Pacific Coast.

The City provides a range of municipal services that include: administration, planning, building inspection, engineering, public works and finance. The Lake County Fire Protection District provides fire services. Water and sewer services are provided by independent districts or companies.

Additional information about the City of Clearlake is available at [www.clearlake.ca.us](http://www.clearlake.ca.us)

**C. Proposed Time Schedule**

RFP Distributed	January 5, 2018
Request for Clarifications Due	January 12, 2018
Clarification Responses Provided	January 17, 2018 via email
Proposal Submittal Deadline	<b><u>January 23, 2018 by 5:00p.m.</u></b>
RFP Committee Review	January 25, 2018
City Council Phone Interview with Finalists (if needed)	January 29 – January 31, 2018
City Council Award of Contract	February 1, 2018
Contract Effective Date/Work Begins	February 5, 2018

The City reserves the right to modify any of the dates in the Proposed Time Schedule as deemed necessary.

**D. Purpose**

The City of Clearlake is seeking proposals from interested, qualified and experienced professional search firms to provide recruitment services for the executive position of Police Chief.

The RFP does not obligate the City to award a contract or complete the recruitment, and the City reserves the right to cancel the solicitation if it is considered to be in its best interest.

**E. SCOPE OF SERVICES**

The City is seeking the assistance of a professional search firm to conduct a recruitment process to fill the position of Police Chief. The Scope of Services includes:

1. Meeting with the City Manager and the City Council to obtain information regarding the expectations, challenges, requirements and responsibilities of the position.
2. Meeting with key personnel to obtain information about the City, including demographics, budget and organizational structure.
3. Development of a position profile and advertising brochure.
4. An aggressive, direct networking campaign for top talent that may include regional, in-state and local elements as determined during the initial meetings with the City.
5. Advertisements are to be placed in select appropriate professional publications and on internet bulletin boards.
6. Thorough screening of applicants, including through face to face or videoconferences of viable candidates. Screening is to include background, criminal and credit checks, references, and media checks to ensure the

finalists have backgrounds of the highest integrity.

7. Creation of a list of finalists.
8. Meeting with the City Manager and City Council with final recommendations and assistance with the selection process and interview panels, including attending one round of interviews with the finalist candidates.

The consultant or the City may propose additional tasks as deemed necessary to complete the assignment. Any additional work shall be compensated as agreed upon in the consultant's contract with the City.

**F. Proposal Submission Requirements**

The consultant shall be responsible for preparing an effective, clear and concise proposal. It is recommended that the proposals contain the following information:

1. A cover letter introducing the company and the individual who will be the primary contact person.
2. On no more than one printed page, a statement of the firm's understanding of the service to be performed and a positive commitment to provide the service as indicated in this RFP.
3. A statement that the consultant can meet the City's mandatory insurance requirements: The City requires Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence, Automobile Liability Insurance with a minimum limit of \$1,000,000 per accident, Worker's Compensation Insurance as required by the State of California. The City must be endorsed as an additional insured for liability arising out of both ongoing operations and completed operations by or on behalf of the consultant. The insurance provided to the City of Clearlake as an additional insured must be primary and non-contributory with respect to any insurance or self-insurance program maintained by the City of Clearlake. The City reserves the right to establish that these insurance requirements be met and complied with prior to any contractual agreement is entered into. Failure to comply could result in non-reward of the contract.

4. Specific qualifications regarding experience in conducting professional search/recruitment services, including the names of clients similar to the City. A reference list should be attached to the proposal, with client names, contact persons, emails and phone numbers.
5. A discussion of any methodologies used or approaches taken in conducting executive/professional searches and/or recruitment services.
6. A detailed timeline for completion of each phase and the total project. The City is interested in pursuing this recruitment in an expeditious manner.
7. A description of the firm's organization and staff's qualifications.
8. A proposed fee schedule including any incidental, hourly or extra fees.
9. The signature of an authorized individual to bind the firm. The proposal must be a firm offer for a ninety-day period.
10. Submit one original, two copies and one electronic copy of proposals.

**G. SELECTION PROCESS**

Each of the proposals received will be evaluated and determined if it meets the stated requirements. Failure to meet these requirements will be a cause for eliminating the consultant from further consideration.

The City shall not be liable in any way for any cost incurred by any consultant or in the preparation of its proposal in response to this RFP nor for obtaining any required insurance.

The City reserves the right to reject any and all proposals, to waive any technicalities, informalities and irregularities, to accept or reject all or part of proposals, and to be the sole judge of the suitability of the proposals offered.

Initial evaluation of the proposals will be made by staff. In addition to evaluation written proposals, oral interviews may be requested. Final selection will be made by the City Manager and City Council.

Proposals will be evaluated generally on the following criteria, which is neither weighted nor prioritized:

- Demonstrated understanding of the service requested.
- Prior experience in performing similar work.
- Qualifications of the firm and assigned individuals.
- Methodology and scope of the proposed study.
- Fees charged and cost effectiveness of the proposed service.
- Availability to timely complete the recruitment.
- Reference check.

The successful firm may be retained to assist with additional future executive recruitments as needed.

#### **SUPPLEMENTAL INFORMATION**

Questions concerning this request for proposals should be in writing (email preferred) and directed to:

Greg Folsom, City Manager  
gfolson@clearlake.ca.us  
14050 Olympic Drive, Clearlake CA 95422  
(707) 994-8201 x 120

A copy of the City's consultant agreement for recruitment services is attached as Attachment A to the RFP. For questions regarding the agreement, please contact Melissa Swanson, City Clerk, at mswanson@clearlake.ca.us

# ATTACHMENT A

## CONSULTANT AGREEMENT FOR PROFESSIONAL RECRUITMENT SERVICES

**CITY OF CLEARLAKE**  
**PROFESSIONAL SERVICES AGREEMENT**  
**FOR**  
**POLICE CHIEF RECRUITMENT SERVICES**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Clearlake, a California municipal corporation ("City"), and \_\_\_\_\_, a \_\_\_\_\_ ("Consultant").

**RECITALS**

A. Consultant desires to perform and assume responsibility for the provision of professional consultant services required by the City on the terms and conditions set forth in this Agreement.

B. Consultant has presented a proposal for such services to the City, dated \_\_\_\_\_, 20\_\_\_\_, (attached hereto and incorporated herein as Exhibit "A") and is duly licensed, qualified and experienced to perform those services

C. Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

D. City desires to engage Consultant to render such services as set forth in this Agreement.

**AGREEMENT**

**SCOPE OF SERVICES**

General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the necessary consultant services ("Services"). The Services are more particularly described in Exhibit "A."

**SCHEDULE OF SERVICES**

Schedule of Services. The Services of Consultant are to commence upon execution of this Agreement by the City and shall be undertaken and completed in a prompt and timely manner, pursuant to the schedule outlined in the Scope of Work, more particularly described in Exhibit "A."

Extension of Time. Consultant may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Agreement.

### **FEES AND PAYMENTS**

Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A." The total compensation shall not exceed \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) without City's prior written approval.

Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

### **CHANGES**

The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by the City in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

### **RESPONSIBILITIES OF CONSULTANT.**

Independent Contractor; Control and Payment of Subordinates. Consultant enters into this Agreement as an independent contractor and not as an employee of the City. Consultant shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

Project Manager. The Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Agreement. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant or replaced with the written approval of the City which shall not be unreasonably withheld.

Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City staff, consultants and other staff at all reasonable times. City agrees to work closely with Consultant's staff in the performance of Services and shall be available to Consultant's staff at all reasonable times.

Warranty. Consultant agrees and represents that it is qualified to properly provide the Services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Consultant's profession. Consultant further represents and agrees that it will perform said Services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

Interest in Contract. Consultant covenants that neither it, nor any of its employees, agents, contractors, and subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this agreement, City determines and notifies Consultant in writing that Consultant's duties under this agreement warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

**INSURANCE.**

Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence

satisfactory to the City that the subconsultant has secured all insurance required under this section.

Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

Automobile Liability: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.

Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

Professional Liability: Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

Endorsements.

The policy or policies of insurance required by Sections 0 Commercial General Liability and 0 Automobile Liability shall be endorsed to provide the following:

1.1.1.1 Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising

out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

Applicability: That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

The policy or policies of insurance required by Section 0 Workers' Compensation shall be endorsed, as follows:

1.1.1.1 Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

The policy or policies of insurance required by Section 0 Professional Liability shall be endorsed, as follows:

1.1.1.1 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

Insurance for Subconsultant. All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the

terms of this Agreement, including adding the City as an Additional Insured to the subconsultant's policies.

**OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.**

Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City.

City shall not be limited in any way in its use or modification of the Documents and Data at any time, provided that any such use or modification not within the purposes intended by this Agreement shall be at City's sole risk.

Confidentiality. All Documents & Data are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

**ACCOUNTING RECORDS.**

Maintenance and Inspection. Consultant shall maintain and make available for inspection by the City and its auditor's accurate records of all its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until one (1) year after the final payments under this Agreement are made to the Consultant.

**SUBCONTRACTING.**

Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written

approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**TERMINATION OF AGREEMENT.**

Grounds for Termination. City may, by written notice to Consultant, terminate all or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

**GENERAL PROVISIONS.**

Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

City:

City of Clearlake  
14050 Olympic Drive  
Clearlake, California 95422  
Attn: City Manager

Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Indemnification. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the City.

Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents or volunteers.

Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules, regulations and ordinances in any manner affecting the performance of the Project or the Services, including without limitation City business license requirements and all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers,

employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

Prohibited Interests. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of the Services hereunder.

Prevailing Wages. Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws.

Equal Opportunity Employment. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and all other costs of such action.

Assignment or Transfer. Consultant shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Services specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Lake County.

Time of Essence. Time is of the essence for each and every provision of this Agreement.

Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF CLEARLAKE

\_\_\_\_\_

By: \_\_\_\_\_  
City Manager

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT "A"  
CONSULTANT PROPOSAL