

CITY OF YUBA CITY  
STAFF REPORT

**Date:** December 19, 2017  
**To:** Honorable Mayor & Members of the City Council  
**From:** Public Works Department  
**Presentation by:** Diana Langley, Public Works Director

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**Summary**

**Subject:** Grant Monitoring and Support Services Agreement

**Recommendation:** A. Approve an Agreement for Professional Services for one (1) year of grant monitoring, writing, and support services to Blais & Associates in the amount of \$64,200, with the finding that it is in the best interest of the City.

B. Authorize the City Manager to execute up to three (3) annual contract extensions on behalf of the City.

**Fiscal Impact:** \$64,200 (Various Accounts)  
\$19,200 – Monthly Grant Monitoring  
\$45,000 – Grant Applications (estimated)

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**Purpose:**

To research, identify, and acquire grant funding for priority projects across all City departments.

**Background:**

In November 2016, the City entered into a year-long Agreement for Professional Services with Blais & Associates for grant writing and monitoring services. City staff had been unsatisfied with the prior grant services consultant under contract and sought out an alternative in an effort to capture more grant opportunities. As this is a small professional field, Blais & Associates was the remaining option. Staff has been pleased with Blais & Associates' work, including their efficiency, effectiveness, and communication, and desires to enter into a more comprehensive and long-term contract.

**Analysis:**

Per the attached Scope of Services (Attachment 1), Blais & Associates provides services on a "cafeteria basis," wherein the City pays a base rate for general grant research, monitoring, and communication, and then a separate grant writing fee for each individual application once a grant opportunity has been identified. This allows the City to only pay for the services being utilized.

For the first contract year, Blais & Associates developed and pursued four (4) grant applications on behalf of the Public Works and Community Services Departments. The total expenditures for both monitoring and writing from the current contract to date are approximately \$45,000. Blais & Associates secured a Small Scale Water Efficiency Program Grant in the amount of \$73,997 to

install smart controller irrigation systems in 11 public parks and 13 landscape management districts, which requires a 50% City match. Most recently, Blais & Associates applied for and secured for the City the annual SB1-funded Safe Routes to School Planning Grant in the amount of \$221,325, which requires only an 11.5% City match. They are also in the application and approval process for two grants, a Hazard Mitigation Grant for generators at the Corporation Yard and a design grant for the proposed Harter Park.

Staff wishes to utilize Blais & Associates more extensively in the coming year to pursue additional grant opportunities, and therefore anticipates that expenditures will subsequently increase with this contract. This includes potentially transferring one or more annual grants that have been typically developed in-house to Blais & Associates, freeing up staff time to conduct other priority and Capital Improvement Program projects.

**Fiscal Impact:**

The base rate for the monthly grant monitoring and research services is an estimated \$1,300 to \$1,600 per month, for a total between \$15,600 and \$19,200. This monthly base rate will be paid from the Water Treatment (7120-62701) and Wastewater Treatment (8120-62701) Professional Services Accounts.

The grant application writing fee is determined per individual application based on complexity and time required. This averages an estimated \$6,700 to \$7,500 per application; the proposal recommends budgeting for six, for an estimated total of \$30,000 to \$45,000. Requesting departments will fund the individual grant applications.

**Alternatives:**

Direct staff to release a Request for Proposals for grant monitoring services. As the City has already researched options one year ago and has worked with the other consultant in this field unsatisfactorily in the past, it is unlikely that additional benefit could be found in this option.

**Recommendation:**

- A. Approve an Agreement for Professional Services for one (1) year of grant monitoring, writing, and support services to Blais & Associates in the amount of \$64,200, with the finding that it is in the best interest of the City.
- B. Authorize the City Manager to execute up to three (3) annual contract extensions on behalf of the City.

**Attachments:**

- 1. Agreement for Professional Services with Scope of Services

Prepared by:

*/s/ Scarlett Harris*  
Scarlett Harris  
Administrative Assistant

Submitted by:

*/s/ Steven C. Kroeger*  
Steven C. Kroeger  
City Manager

Reviewed by:

Department Head

Finance

DL

RB

## ATTACHMENT 1

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into as of December 20, 2017, by and between the City of Yuba City, a municipal corporation ("City") and Blais & Associates ("Consultant").

### **RECITALS**

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

### **AGREEMENT**

1. Scope of Services. The Consultant shall furnish the following services in a professional manner.

#### **See Attached Scope of Services (Exhibit A)**

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed sixty-four thousand two hundred dollars (\$64,200) without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenses. City shall pay Consultant not later than 30 days after approval of the monthly invoice by City staff. When payments made by the City equal 90% of the maximum fee provided for in

this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination. Such compensation is subject to the conditions of Section 4 of this agreement.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon request.
- \* Licensing of Intellectual Property. This Agreement creates a nonexclusive 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 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 subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor 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 regards 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 of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to

Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records:

- a. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled 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 to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrated 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 the City Administrator, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the 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 the records be given to the City and that the records and documents 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.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an

independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(B)(2).)

10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

13. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

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



required of Consultant to practice its profession. Consultant shall maintain a City of Yuba City business license.

14. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs, including attorney fees and expenses in connection therein), arising out of the performance of this Agreement in whole or in part by any negligent act or omission of the Consultant, or anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
15. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, necessary insurance policies as described in Exhibit B.
16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City

Diana Langley  
Public Works Department  
City of Yuba City  
1201 Civic Center Blvd  
Yuba City, CA 95993  
(530) 822-4792

If to Consultant:

Neil C. Blais  
President and CEO  
Blais & Associates  
7545 Irvine Center Drive Suite 200  
Irvine, CA 92618  
(949) 589-6338

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under the Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.
23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear

the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
26. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. Prohibited Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.
28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non- discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

**CITY OF YUBA CITY:**

**CONSULTANT:**

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

**Steven C. Kroeger  
City Manager**

**Neil C. Blais  
President and CEO**

Attachments:      Exhibit A – Scope of Services  
                         Exhibit B – Insurance Requirements

December 4, 2017

Mr. Brad McIntire  
Yuba City  
1201 Civic Center Boulevard  
Yuba City, CA 95993

Subject: Blais & Associates Proposal for the Provision of Grant Support Services to Yuba City

Dear Mr. McIntire:

Thank you for the opportunity to serve Yuba City in 2016. Blais & Associates, Inc. (B&A) is pleased that the City is interested in our services for another year and we appreciate the confidence you have placed in B&A. As promised, attached is a brief letter proposal for the provision of grant research and support services for 2017. As a reminder, B&A provides services on a cafeteria basis that are tailored to meet the needs of Yuba City. This means the City will never pay for unneeded services.

For the next year, B&A proposes to provide the following services to the Yuba City:

- Grant research and Fact Sheet distribution;
- Monthly Grant Activity Report (GAR) calls and on-demand "go" / "no go" consultation; (to ensure an efficient grant program, B&A recommends a monthly grant conference call and maintaining a current Grant Activity Report);
- Develop grant applications (task order basis); and
- Grant administration, as requested.

The above activities are consistent with our efforts from last year, but drops the Needs Assessment, which has been completed and is maintained as part of our on-going research and support.

Mr. Brad McIntire  
Yuba City

**Blais & Associates**  
*professional grant management*

For budgeting purposes, this proposal reflects a 12-month period, and is lower, overall, than the estimated budget provided in 2016. The attached proposal estimates that the City will expend up to \$19,2000 annually for the Grant Monitoring and Consultation. This is higher than last year, but consistent with last year's efforts. It is our understanding that the City will continue to make a project-by-project determination on developing grant applications for which B&A will provide a not-to-exceed quote. Please see the attached for additional details.

We look forward to working with Yuba City and we will work hard to bring funding to key projects. Should you have any questions about the proposal, please do not hesitate to contact me at (949) 322-3055. I look forward to your feedback.

Sincerely,

A handwritten signature in blue ink, appearing to read "N. C. Blais", with a stylized flourish at the end.

Neil C. Blais  
President and CEO

/NB

## **Proposal for Grant Related Services 12 Month Program**

- **Grant Monitoring/Fact Sheet Distribution/Monthly Grant Call.** B&A will provide monitoring services for all applicable federal, state, regional (including the COG), and non-profit (project specific) grant funding opportunities and we will alert staff when an announcement is released. This effort includes notification of open grant solicitations utilizing Fact Sheets, coordination with City staff regarding the “go” or “no-go” decision, and responding to questions from staff. B&A will maintain a Grant Activity Report (GAR) and will provide monthly grant coordination conference calls. The GAR ensures that everyone is aware of the cost and benefit of the program. The research effort is approximately 7-9 hours per month (\$700-\$900) (as part of the research pool) plus an additional 6-7 hours per month (\$600-\$700) in consultation, coordination, and staff support. **Monthly research are estimated to run between \$1,300 and \$1,600 or total between \$15,600 and \$19,200 annually.**
- **Grant Writing (Task Order Basis).** The following budget estimate for grant development, while dependent on the availability of applicable grant programs, status and availability of competitive projects, and the determination of the grant agencies themselves, is based in part on our overall experience and recent history with the City. B&A will provide not-to-exceed quotes for each grant application the City is interested in pursuing. Once the quote has been approved, B&A will follow our standard process, which the City has experienced. B&A will submit the applications, on-time, and in accordance with the program guidelines.

Last year, Yuba City pursued four (4) grant applications including the WaterSMART, Hazard Mitigation, Land and Water, and Safe Routes to Schools programs. The average application development cost for the four applications was about \$6,700 (generally mid-complexity applications). Corporate wide, this average is usually closer to about \$7,500. Allowing for one or two additional applications, B&A recommends a budget of approximately **\$30,000 to \$45,000 annually for application development.** As always, *B&A will only charge as grants are developed.*

- **Grant Management (as requested).** To date, the City has not requested assistance with management of awarded grants. Should this occur, B&A will provide an estimate for this effort. In some cases, the cost of managing the grant can be paid for by the grant. In other cases, this charge can be used as the City's match for the program.

As an added benefit, B&A is completing development of a grant and loan management software program, which will streamline the grant/loan management and project management process. The portal will provide up-to-the-minute data about your grants or loans. The software is extremely unique for the industry in that it is being designed as a "one stop system" meeting a variety of project personnel needs including engineers, project managers, finance, auditing, compliance, and executives.

#### **Budget Estimate Summary**

<b>Activity</b>	<b>Estimated Hours</b>	<b>Estimated Expenses</b>	<b>Estimated Budget</b>
Grant Monitoring	12-15/month	Included	\$15,6000-\$19,200
Grant Development	75 hours/application (est. 4-6 apps.)	\$1,000 /application	\$30,000 - \$45,000
Total (including estimated applications)			\$45,600 - \$64,200

Every effort will be made to keep the monitoring costs to the lower end of the estimate.



**Exhibit B**  
**Professional Services Agreement**  
**Insurance Requirements**

- I. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance for his/her employees in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.
  
- II. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
  
- III. **Automobile Liability Coverage.** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
  
- IV. **Professional Liability Coverage.** Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less

than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

**V. Endorsements.** Each general liability and automobile liability insurance policy shall be with insurers possessing a current A.M. Best's rating of no less than A:VII and shall be endorsed with the following specific language or equivalent:

- A. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. Conforms to ISO CG 2009 and CG 2037 10 01. Both are required.
- B. This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- C. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- D. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
- E. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
- F. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage except after thirty (30) days written notice has been received by the City.

**VI. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retention's.

**VII. Certificates of Insurance.** Consultant shall provide certificates of insurance with original endorsements to City, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.