



City of Camarillo

601 Carmen Drive | Camarillo CA 93010 | 805-388-5300

REQUEST FOR PROPOSALS

Deferred Compensation Plan Advisory and Consulting Services for the City's 401(a), 457(b), 457 PTS and RHS Plans

Issued: June 22, 2026

Proposals Due: Friday, July 17, 2026 5:00 PM PST

Electronic Submittals Only via PlanetBids

NOTICE TO PROPOSERS

The City of Camarillo ("City") invites qualified firms to submit proposals to provide deferred compensation plan advisory, retirement plan advisory, fiduciary consulting, investment oversight, fee benchmarking, governance support, participant education consulting, and related retirement plan consulting services, as further described in this Request for Proposals ("RFP").

The City is seeking proposals from firms with extensive public sector experience administering governmental retirement savings programs and providing fiduciary support, participant education, compliance services, and investment platform administration.

All proposals must be submitted electronically through the City's PlanetBids portal at <https://pbsystem.planetbids.com/portal/56271/portal-home>. Paper, faxed, emailed, or hand-delivered submissions will not be accepted.

Proposers must be registered with PlanetBids to view documents and submit a proposal. It is the sole responsibility of the proposer to ensure their submission is received by the deadline. Allow adequate time for uploading files and addressing technical issues.

All questions must be submitted through PlanetBids using the Q&A tab by Thursday, July 2, 2026 5:00 PM PST. Responses and any addenda will be posted in the portal.

The City reserves the right to reject any or all proposals, to waive informalities or irregularities, and to award contracts in a manner deemed in the City's best interest. This solicitation does not obligate the City to award a contract, nor does it guarantee any minimum amount of work under any resulting agreement.

1. INTRODUCTION / PURPOSE

The City of Camarillo ("City") is requesting proposals from qualified firms to provide retirement plan advisory and consulting services for the City's governmental defined contribution retirement plans, including but not limited to:

- Section 457(b) Deferred Compensation Plan
- Section 401(a) Defined Contribution Plan
- Retirement Health Savings (RHS) Plan
- Part-Time, Seasonal and Temporary (PTS) Retirement Plan

The City is seeking an experienced and independent retirement plan advisor to assist the City in evaluating and strengthening its overall retirement plan governance, investment oversight, fee transparency, participant experience, and long-term strategic direction. The selected consultant will serve as a trusted advisor to the City and provide objective guidance regarding industry best practices, fiduciary processes, plan administration, and vendor performance.

The City has maintained a long-standing relationship with its current recordkeeper and desires to conduct a thoughtful and comprehensive review of its retirement plan structure and services to ensure the plans continue to meet the needs of the City and its employees. The City anticipates that the selected advisor may also assist in evaluating whether future procurement of recordkeeping services is warranted and, if directed by the City, may assist in the development and administration of a future Request for Proposals process for such services.

The City seeks a consulting relationship grounded in transparency, responsiveness, technical expertise, and a strong understanding of governmental retirement plans and public-sector operational environments.

This RFP is not a commitment to contract. The City reserves the right to modify the scope of services prior to contract award, reject any or all proposals, or cancel this solicitation entirely.

2. BACKGROUND

The City of Camarillo is a general law city incorporated in 1964 and operates under a Council-Manager form of government. Located in Ventura County, the City serves a population of approximately 69,500 residents and provides a range of municipal services through a combination of internal staff and contracted support.

The City currently sponsors multiple governmental retirement savings plans for eligible employees and retirees. The plans are administered by external service providers and recordkeepers.

The City desires to:

- Evaluate current retirement plan governance and fiduciary practices;
- Assess competitiveness and reasonableness of fees and services;
- Evaluate investment lineup structure and oversight practices;
- Improve participant education and engagement opportunities;
- Ensure transparency and independence in retirement plan consulting services;
- Determine whether current recordkeeping arrangements remain in the City's best interests.

The following current plan information is provided for general reference only and is subject to change: approximate number of active employees *175 FTE* payroll frequency: *biweekly*; existing providers: *MissionSquare Retirement*.

Plan Type	# Active Participants	Assets as of 6/30/25	Assets as of 9/30/25	Assets as of 12/31/25	Assets as of 3/31/26
401(a)	166	26,954,513.10	28,361,590.57	28,805,795.83	27,899,208.58
457(b)	138	32,732,655.23	34,336,298.32	34,537,742.02	33,463,673.64
457 PTS	025	197,947.49	207,261.32	215,316.26	229,681.45
RHS	166	2,387,336.22	2,456,408.15	2,509,653.30	2,651,087.11

3. SCOPE OF WORK

The scope of services to be provided under this RFP includes, but is not limited to, the following:

Within three months of contract execution, the consultant shall conduct a comprehensive review of the City's retirement plan governance structure, fees, investments, service model, and vendor arrangements and provide written findings and recommendations to City staff.

The selected consultant will provide ongoing retirement plan advisory and consulting services for the City's governmental retirement plans. The City anticipates that services will include a combination of fiduciary consulting, investment oversight support, fee benchmarking, vendor evaluation, participant service review, governance assistance, and strategic retirement plan guidance.

The consultant will be expected to review the City's current retirement plan structure and governance framework and provide recommendations regarding best practices for oversight and administration. This may include assisting the City in reviewing or developing governance documents, evaluating fiduciary review

processes, and helping establish procedures that support informed and well-documented decision-making.

The consultant will also provide investment-related consulting services, including periodic review of investment performance, analysis of investment menu structure, evaluation of fund expenses and share classes, recommendations regarding investment changes when appropriate, prepare and present quarterly investment and plan monitoring reports, provide annual fiduciary training, and provide legislative and regulatory updates.

The City expects the consultant to provide objective and transparent investment guidance that prioritizes participant interests and avoids unnecessary conflicts of interest.

In addition, the consultant will conduct benchmarking and comparative analyses related to administrative fees, investment expenses, participant costs, service levels, and overall competitiveness of the City's current arrangements. The City expects the consultant to identify both direct and indirect compensation structures and provide clear explanations regarding industry standards and market competitiveness.

An important component of the engagement will include evaluation of the City's current recordkeeping and service arrangements. The consultant will assess service delivery, participant support, operational efficiency, reporting capabilities, and overall vendor performance. Based upon this review, the consultant may provide recommendations regarding whether the City should maintain its existing arrangements, negotiate modifications, or conduct a formal procurement process for recordkeeping services. If requested by the City, the consultant may assist in preparing and administering a future Request for Proposals process related to recordkeeping or administrative services.

The consultant may also provide guidance regarding participant education and engagement strategies. This may include reviewing existing educational offerings, identifying opportunities to improve employee utilization and retirement readiness, and assisting with employee communication efforts as requested by the City.

The City expects the selected consultant to remain available throughout the term of the agreement to provide technical assistance, respond to staff inquiries, attend meetings as requested, and support the City in addressing evolving retirement plan issues and opportunities.

The City seeks proposals from firms with substantial experience providing retirement plan advisory and consulting services to governmental and public-sector clients. Firms should demonstrate expertise with governmental deferred

compensation and defined contribution plans, including experience related to Section 457(b), Section 401(a), RHS, and PTS plans.

The City is particularly interested in firms with demonstrated experience assisting municipalities and other public agencies with retirement plan governance, investment oversight, fee benchmarking, vendor evaluations, and retirement plan procurements. Firms should also demonstrate the ability to provide objective advice and maintain transparency regarding compensation structures and potential conflicts of interest.

4. CONTRACT TERM

The term of the agreement resulting from this RFP is anticipated to be for an initial period of three years, commencing upon full execution of the contract by the City. The City reserves the right to extend the agreement for up to two (2) additional one-year periods, at its sole discretion, under the same terms and conditions.

The actual start date may vary depending on the award schedule, contract negotiations, and City approval processes. The selected firm(s) must be prepared to begin work promptly following contract execution.

Award of a contract pursuant to this RFP does not guarantee any minimum amount of work. For multi-award solicitations, the City may issue work to one or more firms as needed, based on qualifications, availability, and the nature of each project or task.

5. PROPOSAL REQUIREMENTS

Proposals must be clear, concise, and complete. The City will not be responsible for errors or omissions in the proposal or for misinterpretation of the requirements. Proposals should include the following components, presented in the order listed:

- 1. Cover Letter (1 page):** A brief cover letter introducing the firm and its interest in providing services to the City. The cover letter should summarize the firm's understanding of the City's objectives and commitment to providing independent and objective consulting services. The letter must be signed by an individual authorized to bind the firm contractually and include the name, title, phone number, and email address of the primary contact.
- 2. Firm Qualifications (1-2 pages):** Provide the firm's history and ownership structure; years providing governmental retirement plan services; description of public sector and California public agency experience;

number of governmental clients served; relevant licenses, certifications, and registrations; description of any litigation, regulatory actions, investigations, or sanctions within the last five (5) years; and description of the firm's financial stability and organizational capacity to provide ongoing consulting services throughout the term of the agreement.

- 3. Proposed Service Model (2-3 pages):** Describe the firm's proposed approach to providing retirement plan advisory and consulting services to the City. The proposal should clearly explain the firm's consulting philosophy and methodology related to fiduciary governance, investment oversight, fee benchmarking, vendor evaluation, retirement plan compliance support, and strategic retirement plan consulting. Proposers should describe how the firm maintains independence and objectivity when providing recommendations regarding investments, fees, governance practices, recordkeeping arrangements, and other service providers. The City is particularly interested in understanding how the firm identifies and manages potential conflicts of interest and ensures transparency in its recommendations. The proposal should describe the firm's approach to reviewing and evaluating current retirement plan structures, investment lineups, service arrangements, participant outcomes, and fee reasonableness. Proposers should also discuss their experience conducting retirement plan benchmarking studies, governance reviews, vendor assessments, and assisting public agencies with retirement plan procurements and recordkeeper evaluations. In addition, proposers should describe their approach to participant education and communication support, including employee education strategies, financial wellness resources, meeting availability, responsiveness standards, and ongoing consulting support provided to plan sponsors. The City also requests information regarding the firm's cybersecurity and data protection practices, business continuity and disaster recovery capabilities, and procedures for safeguarding confidential information received in connection with the engagement.
- 4. Proposed Project Team (2-3 pages):** Identify all key personnel who will provide services under the agreement, including the relationship manager, investment advisor(s), compliance support staff, governance, investment consulting, participant education, and technical support personnel. Include resumes and relevant qualifications for all proposed personnel.
- 5. Public Sector References:** Provide at least five (5) references for governmental clients similar in size and complexity to the City, preferably California public agencies. For each reference include: agency name; contact name and title; telephone number; email address; description of services provided; length of engagement; and approximate plan size/assets.

6. **Cost Proposal:** Provide a detailed and transparent description of the firm's proposed compensation structure for the requested consulting services. The proposal should clearly identify whether fees are proposed as flat fees, hourly fees, asset-based fees, project-based fees, or a combination thereof. The City requests full disclosure of all direct and indirect compensation arrangements, including any revenue-sharing arrangements, referral compensation, commissions, incentives, or other compensation received from third parties in connection with the services provided. Proposers should also disclose any proprietary investment products, platforms, or affiliated services that may be recommended as part of the engagement. If applicable, proposers should separately identify any optional or supplemental services that may result in additional fees.
7. **Other Information:** Proposers may include any additional information that would assist the City in evaluating the firm's qualifications and service capabilities. Supplemental materials may include sample reporting materials, sample benchmarking reports, sample fiduciary review materials, participant education materials, sample governance documents, cybersecurity insurance information, or other representative deliverables relevant to the proposed services.

Proposers shall disclose all direct and indirect compensation arrangements, affiliations with recordkeepers, investment providers, broker-dealers, insurance companies, or other retirement plan service providers. Proposers shall disclose any proprietary products or services that may be recommended to the City and any revenue-sharing, referral, or commission-based compensation arrangements.

8. Required Forms and Documents:

- a. **Insurance Documentation:** Proposers must submit a current Certificate of Insurance ("COI") demonstrating compliance with the City's insurance requirements, as outlined in Exhibit C of the sample agreement (Attachment A). The COI must be issued by the proposer's insurer and must be valid as of the proposal due date. **Proposals submitted without a COI may be considered non-responsive in the City's sole and absolute discretion and need not be evaluated further.** Final, executed endorsements will be required prior to contract execution. The City reserves the right to request additional documentation or clarifications related to insurance compliance during the evaluation process.
- b. **Non-Collusion Declaration:** Proposers must submit a signed Non-Collusion Declaration certifying that the proposal is genuine and

made without collusion with any other proposer. The declaration form is attached to this RFP as Attachment B. **Proposals submitted without a signed declaration may be considered non-responsive in the City's sole and absolute discretion.**

6. PROPOSAL SUBMISSION INSTRUCTIONS AND SCHEDULE

All proposals must be submitted electronically through the City's PlanetBids portal at <https://pbsystem.planetbids.com/portal/56271/portal-home>. Proposers must be registered with PlanetBids to download documents, receive updates, and submit their proposals. Proposals submitted by email, mail, fax, or hand-delivery will not be accepted.

Proposals must be received no later than **Friday, July 17, 2026**. Late proposals will not be considered, and the City is not responsible for technical issues experienced by proposers. It is the proposer's responsibility to ensure that all required documents are successfully uploaded and submitted before the deadline.

All questions or requests for clarification regarding this RFP must be submitted through the Q&A tab on PlanetBids not later than **Thursday, July 2, 2026**. Any responses or addenda issued by the City will be posted to the PlanetBids portal.

By submitting a proposal, the proposer acknowledges receipt of all addenda issued prior to the proposal deadline. The City may issue addenda at any time before the deadline to clarify, revise, or supplement this RFP. Proposers are responsible for monitoring the PlanetBids portal for updates and ensuring that all applicable addenda are reviewed and accounted for in their proposals. Failure to consider issued addenda may result in disqualification.

The tentative schedule for this solicitation is as follows. The City reserves the right to revise these dates at its sole and absolute discretion.

Event	Date
RFP Issued	Monday, June 22, 2026, 9:00 AM PST
Deadline for Questions	Thursday, July 2, 2026 5:00 PM PST
Responses to Questions	Wednesday, July 8, 2026 5:00PM PST
Proposal Submission Deadline	Friday, July 17, 2026 5:00 PM PST
Interviews (if applicable)	Week of August 3, 2026
Anticipated Award Recommendation	September 2026
Anticipated Transition / Implementation Start	October 2026

7. EVALUATION CRITERIA AND SELECTION PROCESS

All responsive proposals received by the deadline will be reviewed for completeness and compliance with the requirements of this RFP by a selection committee comprised of City staff and/or subject matter experts. The City may conduct interviews with one or more proposers prior to final selection, depending on the nature of the solicitation and services required.

The City may select one or more firms to perform the requested services based on the qualifications, experience, and value demonstrated in the proposals received.

It is the City's intent to evaluate proposals using the criteria and point values listed in the table below. However, the City reserves the right to modify or deviate from the stated evaluation criteria and weighting at its sole and absolute discretion and is under no obligation to inform proposers of such changes.

Proposal Component	Description	Maximum Points
Cover Letter	Provide a signed introduction identifying your firm, primary contact, and interest in the work. Not scored, but required.	0 points
Firm Qualifications and Public Sector Experience	Qualifications, experience, certifications, and expertise of the individuals proposed to provide services to the City. Evaluation will consider the experience of the relationship manager and supporting personnel, continuity of staffing, governmental plan expertise, and availability to support the City's needs.	20 points
Experience with Governmental Defined Contribution Plans	Demonstrated experience providing retirement plan advisory and consulting services to governmental entities, including municipalities and California public agencies. Evaluation will consider experience with governmental 457(b), 401(a), RHS, and PTS plans; knowledge of public-sector retirement plan governance; and experience serving clients of similar size and complexity.	25 points
Proposed Service Approach and Methodology	Quality, completeness, and effectiveness of the proposed approach to providing retirement plan advisory services. Evaluation will consider the firm's methodology for fiduciary consulting, investment oversight, fee benchmarking, governance support, participant education consulting,	20 points

	responsiveness, and overall understanding of the City's objectives.	
Fiduciary Governance, Fee Benchmarking, and Vendor Evaluation Expertise	Demonstrated ability to evaluate retirement plan governance structures, assess fiduciary practices, benchmark fees and services, identify conflicts of interest, evaluate investment structures, and provide objective recommendations regarding current and future vendor relationships. Experience conducting recordkeeper evaluations and retirement plan procurements for public agencies will be considered.	15 points
Public Agency References	Quality and relevance of references from governmental clients, particularly California public agencies. Evaluation will consider client satisfaction, scope of services provided, and demonstrated success in delivering similar consulting services.	5 points
Fee Structure and Cost Competitiveness	Reasonableness, competitiveness, and transparency of the proposed fee structure. Evaluation will consider the clarity of compensation disclosures, identification of direct and indirect compensation, potential conflicts of interest, and overall value provided to the City.	10 points
Quality, Completeness, and Overall Responsiveness of Proposal	Overall organization, clarity, completeness, and responsiveness of the proposal, including compliance with all RFP requirements and submission instructions.	5 points
Total Possible Points:		100 points

8. TERMS AND CONDITIONS / CITY RIGHTS

- a. **Proposal Requirements and Proposer Responsibilities:** Each proposer is responsible for reviewing the entire RFP and all attachments and addenda. By submitting a proposal, the proposer affirms that it has thoroughly reviewed and understands all requirements, conditions, and terms. Proposals must be complete and responsive. The City is not responsible for any errors or omissions resulting from the proposer's failure to examine the RFP documents.
- b. **Addenda Acknowledgment:** Proposers are responsible for monitoring the City's electronic bidding platform for updates. By submitting a proposal, the

proposer acknowledges receipt of all addenda issued prior to the proposal deadline. Failure to address any issued addenda may result in disqualification of the proposal.

- c. **Proposal Validity and Submission Authority:** All proposals must be signed by an individual legally authorized to bind the firm. Documentation confirming the signer's authority, such as a corporate resolution or power of attorney, may be requested. Proposals will remain valid and binding for not less ninety (90) calendar days from the submission deadline, unless extended by mutual agreement.
- d. **Proposal Withdrawal and Modifications:** Proposals may be modified or withdrawn through the City's electronic bidding platform prior to the submission deadline. After the deadline, proposals may not be withdrawn without written consent from the City.
- e. **Non-Collusion and Disqualification:** By submitting a proposal, the proposer affirms the contents of the signed Non-Collusion Declaration (Attachment B). No proposer may submit multiple proposals under different names unless explicitly authorized. Any evidence of collusion may result in disqualification of all related proposals.
- f. **Conflict of Interest:** The proposer affirms that it has no existing conflict of interest and will not acquire any interest that would interfere with its ability to perform services under a resulting agreement. The proposer further affirms that no City officer, employee, or agent has any financial interest in the proposer's business or proposal.
- g. **Public Records:** All materials submitted in response to this RFP become the property of the City and are subject to the California Public Records Act ("CPRA") upon awarding the contract. If a proposer believes any portion of their proposal is exempt from disclosure, it must be clearly marked and the proposer must include an explanation supporting their belief, including a citation to all legal basis. Nothing in this section should be construed as a waiver or delegation of the City's responsibilities pursuant to the CPRA.

No announcement regarding the selection or award shall be made by any proposer without the City's prior written approval.

- h. **Selection, Non-Exclusivity, and Use of Work:** Submission of a proposal does not create any contractual rights or obligations and does not guarantee selection. The City may award contracts to multiple firms for the same trade or service category, and selection does not imply exclusivity. The City may also utilize cooperative agreements, other consultants, or in-house

resources as needed. Award of a contract does not guarantee the assignment of work.

- i. **City Rights and Proposal Rejection:** The City reserves the right to cancel this RFP at any time with or without prior notice, to reject any or all proposals, and to waive any informalities or irregularities, in its sole and absolute discretion. The City may negotiate terms and pricing using submitted proposals as a basis and reserves the right to determine the completeness and responsiveness of all proposals.
- j. **Use of Subconsultants:** Subconsultants may be used for specialty work that would typically be performed by subcontractors under standard contracting practices. Unless specifically identified in the proposal, the proposer represents that it has all licenses, certifications, and qualifications necessary to perform the work. No subconsultant may be added after proposal submission without the City's prior written approval. The proposer remains fully responsible for the performance of all subconsultants and their employees. Nothing in this RFP or any resulting agreement creates a contractual relationship between any subconsultant and the City.
- k. **Labor and Legal Compliance:** The selected firm must comply with all applicable State and Federal labor laws, including Equal Employment Opportunity requirements. If prevailing wage laws apply to any portion of the work, the proposer and its subconsultants must be registered with the California Department of Industrial Relations ("DIR") and in full compliance with the California Labor Code. It is the proposer's responsibility to determine whether prevailing wage requirements apply based on the services described in the scope of work.
- l. **Insurance Requirements:** The selected firm will be required to maintain insurance coverage consistent with the requirements outlined in the sample agreement (Attachment A). Certificates of Insurance and insurer-issued endorsements naming the City as an additional insured and providing a waiver of subrogation must be submitted prior to execution of the agreement.
- m. **Agreement Terms and Execution:** The proposal submitted in response to this RFP, together with this RFP document and the final negotiated scope of work, shall jointly become part of the resulting Professional Services Agreement once fully executed by the City and the selected proposer. A sample agreement is provided in Attachment A, which includes the City's standard terms, conditions, and insurance requirements.

If the proposer wishes to request modifications to any terms of the sample agreement, those requests must be clearly identified in the proposal, along

with an explanation of the reason(s) for the requested change. Requests for modifications may also impact a proposer's rating. The City reserves the right to accept or reject any proposed modifications.

As a condition of contract execution, the selected proposer must:

- Comply with all applicable licensing, labor, and legal requirements as described in Section 8.k,
- Maintain a valid City of Camarillo business license throughout the term of the agreement, and
- Submit proof of insurance, including all required endorsements, in accordance with Attachment A, Exhibit C.

End of Request for Proposals

Non-Collusion Declaration (PCC §7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, at _____, _____.

Signature: _____

Name: _____

Title: _____

Firm Name: _____



CITY OF CAMARILLO
PROFESSIONAL SERVICES AGREEMENT
With

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PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of _____, 20__ ("Effective Date"), and is between the City of Camarillo, a California municipal corporation and general law city ("City") and _____, a [California corporation, partnership, LLC or LLP, or individual] ("Consultant").

Section 1. Term of Agreement.

Subject to the provisions of Section 20 (Termination of Agreement), the term of this Agreement will be for a period commencing on the Effective Date and will terminate on _____. This Agreement may be extended for one (1) additional period of up to two (2) years, subject to mutual written agreement of the parties.

Section 2. Scope and Performance of Services.

- 2.1 Consultant agrees to perform the services set forth in Exhibit A (Scope of Services), which is made a part of this Agreement.
- 2.2 Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
- 2.3 Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit B (Key Personnel & Compensation), which is made a part of this Agreement.
- 2.4 Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subconsultants, if any, listed in Exhibit B to perform the services required under this Agreement. Consultant must notify City and obtain City's written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.
- 2.5 Consultant must obtain City's prior written approval before utilizing any subconsultants to perform any services under this Agreement. This written approval must include the identity of the subconsultant and the terms of compensation.
- 2.6 Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.
- 2.7 City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.
- 2.8 The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

Section 3. Additional Services and Changes in Services.

- 3.1** Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.
- 3.2** If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Manager with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- 3.3** City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties.

Section 4. Familiarity with Services and Site.

- 4.1** By executing this Agreement, Consultant represents that Consultant:
- (a) has thoroughly investigated and considered the Scope of Services to be performed;
 - (b) has carefully considered how the services should be performed;
 - (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
 - (d) possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.
- 4.2** If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform City of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

Section 5. Compensation and Payment.

- 5.1** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B (Key Personnel & Compensation). The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit B, unless additional compensation is approved in writing by City.
- 5.2** The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount.
- 5.3** Each month during the term of this Agreement, Consultant must furnish City with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in Exhibit B. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs,

subconsultant contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services. If applicable, the invoice must also provide a budget summary including the total amounts previously invoiced and paid, the current invoice amount and the budget remaining.

- 5.4** City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission.
- 5.5** Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, City will cause Consultant to be paid within 30 days of receipt of Consultant's invoice.
- 5.6** Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment.
- 5.7** City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found substantially inadequate.

Section 6. Required Documentation Prior to Performance.

- 6.1** Consultant may not perform any services under this Agreement until:
 - (a) Consultant furnishes proof of insurance as required under Exhibit C;
 - (b) Consultant provides City with a Taxpayer Identification Number;
 - (c) Consultant obtains a City business tax certificate and license, if applicable, and provides proof of compliance; and
 - (d) City gives Consultant a written notice to proceed.
- 6.2** The City will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.

Section 7. Time of Performance; Excusable Delays; Extensions.

- 7.1** Consultant must adhere to all schedules and deadlines set forth in this Agreement.
- 7.2** Consultant will not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.
- 7.3** If Consultant is delayed by any cause beyond Consultant's control, City may grant, but is not required to, a time extension for the completion of services. If delay occurs, Consultant must notify City within 48 hours, in writing, of the cause and the extent of the delay and how such delay interferes with Consultant's performance of services.

Section 8. Cooperation by City.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Scope of Services will be furnished to Consultant in every reasonable way to facilitate, without undue delay, the services to be performed under this Agreement.

Section 9. Project Documents.

- 9.1** All original computer programs, data, designs, drawings, files, maps, memoranda, models, notes, photographs, reports, studies, surveys and other documents (collectively, "**Project Documents**") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of City in such Project Documents. Upon completion, expiration or termination of this Agreement or upon request by City, Consultant must turn over to City all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. City acknowledges and agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. If necessary, Consultant agrees to execute all appropriate documents to assign to City the copyright or intellectual property rights to the Project Documents created pursuant to this Agreement.
- 9.2** Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without City's prior written approval.

Section 10. Confidential Information; Release of Information.

- 10.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.
- 10.2** Consultant, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- 10.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then City will have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.
- 10.4** Consultant must promptly notify City should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Consultant or be

present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

- 10.5** All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

Section 11. Consultant's Books and Records.

- 11.1** Consultant must maintain all documents and records demonstrating or relating to Consultant's performance of services under this Agreement, including ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City under this Agreement. All financial documents or records must be maintained in accordance with generally accepted accounting principles and all other documents must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. All such documents or records must be maintained for at least three years following the final payment under this Agreement.
- 11.2** Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by City or its designated representative. Copies of such documents or records must be provided directly to City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.
- 11.3** Where City has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records must be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 12. Status of Consultant.

- 12.1** Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of City. Consultant has no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.
- 12.2** The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, will have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as provided in this Agreement. Consultant agrees that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, or employees of City.

- 12.3** Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim to any such rights or benefits.

Section 13. Compliance with Applicable Laws.

- 13.1 In General.** Consultant must use the standard of care in its profession to keep itself informed of and comply with all federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement that apply to the services performed by Consultant.
- 13.2 Professional Licenses and Approvals.** Consultant agrees that it will, at its sole cost and expense, obtain and maintain in effect at all times during the term of this Agreement any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession.
- 13.3 Employment Laws.** Consultant agrees to comply with all applicable federal and state employment laws including those that relate to minimum hours and wages, occupational health and safety, and workers compensation insurance. Consultant further represents that it is an equal opportunity employer and in performing services under this Agreement agrees to comply with all applicable federal and state laws governing equal opportunity employment, and further agrees that it will not discriminate in the employment of persons to perform services under this Agreement on the basis of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any such person, except as may be permitted by California Government Code section 12940.

Section 14. Unauthorized Aliens.

Consultant agrees to comply with all of the applicable provisions of the Federal Immigration and Nationality Act (8 U.S.C. § 1101 and following), as it may be amended, and further agrees not to employ unauthorized aliens as defined under the Act. Should Consultant employ any unauthorized aliens for the performance of any work or services covered by this Agreement, and should any liability or sanctions be imposed against City for the use of unauthorized aliens, Consultant agrees to reimburse City for the amount of all such liabilities or sanctions imposed, together with any and all related costs, including attorneys' fees, incurred by City.

Section 15. Conflicts of Interest.

- 15.1** Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 and following), and California Government Code section 1090.
- 15.2** Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the City in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has any of the financial interests listed in Government Code section 87103.

- 15.3** If Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant must promptly disclose the relationship to City and take such action as City may direct to remedy the conflict.
- 15.4** City understands and acknowledges that Consultant is, as of the Effective Date, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant represents that, except as otherwise disclosed to City, it is unaware of any stated position of City relative to these projects. Any future position of City on these projects will not be considered a conflict of interest for purposes of this section.

Section 16. Indemnification.

- 16.1** Consultant agrees that it will, to the fullest extent permitted by law, defend, indemnify, and hold harmless City from all Services Claims and Operations Claims (each defined below) related to the performance by Consultant of this Agreement as provided in this section. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to defend, indemnify, and hold harmless City as set forth in this section.
- 16.2** For the purposes of this section, "City" includes City's officers, officials, employees, agents and volunteers, and "Consultant" includes Consultant's officers, officials, employees, agents and subcontractors and any other persons for whom Consultant is legally responsible.
- 16.3** With respect to the performance of professional services under this Agreement where the law establishes a professional standard of care for such services, Consultant agrees to indemnify, and hold harmless City from and against all liabilities, damages, losses, and costs, including but not limited to reimbursement of reasonable attorney's fees and all other costs of defense, to the extent caused by the negligence, recklessness, or willful misconduct of Consultant (collectively, "**Services Claims**").
- 16.4** With respect to the acts and operations of Consultant under this Agreement other than the performance of professional services, Consultant agrees to defend, indemnify, and hold harmless City from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees and all other costs of defense, to the extent caused, in whole or in part, by the negligence, recklessness, or willful misconduct of Consultant, and excepting only those claims, damages, liabilities, losses, and costs caused by City's sole negligence or willful misconduct (collectively, "**Operations Claims**").
- 16.5** Consultant must notify City within five days of receipt of notice of any Operations Claims or Services Claims made or legal action initiated that arises out of or pertains to Consultant's performance of services under this Agreement.
- 16.6** Consultant's duty to defend Operations Claims is a separate and distinct obligation from Consultant's duty to indemnify City for any Operations Claims. With respect to Operations Claims, Consultant is obligated to defend City in all legal, equitable, administrative, or special proceedings, with counsel reasonably approved by City, immediately upon tender to Consultant of an Operations Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the Operations Claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals.

- 16.7** Consultant agrees that settlement of any Operations or Services Claim against City requires the consent of City. City agrees that its consent will not be unreasonably withheld provided that Consultant is financially able (based on demonstrated assets including insurance) to fulfill its obligation to indemnify City for the costs of any such settlement as required under this Agreement.
- 16.8** The insurance required to be maintained by Consultant under this Agreement is intended to ensure Consultant's obligations under this section, but the limits of such insurance do not limit the liability of Consultant.
- 16.9** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant will be fully responsible for all obligations under this section. City's failure to monitor compliance with this requirement imposes no additional obligations on City and will in no way act as a waiver of any rights under this Agreement.
- 16.10** The parties acknowledge and agree that design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code section 2782.8, which allows for claims only to the extent that they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional, and also places limitations on the costs of defense that may be charged to a design professional. The term "design professional," is defined in Section 2782.8, and includes licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities that offer such services in accordance with the applicable provisions of the Business and Professions Code. The parties further acknowledge and agree that the provisions of this Section 16 are to be interpreted and applied to the fullest extent permitted by Civil Code section 2782.8.
- 16.11** The provisions of this section will survive the expiration or earlier termination of this Agreement in accordance with the applicable provisions of Exhibit C (Insurance).

Section 17. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit C (Insurance), which is made a part of this Agreement. All insurance policies are subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager or City Attorney.

Section 18. Assignment.

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of City, which may be withheld in the City's sole discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.

Section 19. Default; Limitations on Liability.

- 19.1** In the event that Consultant is in default under the terms of this Agreement, City will have

no obligation or duty to continue compensating Consultant for any services performed after City provides written notice to Consultant of such default.

- 19.2** Consultant agrees that no City official, officer, employee or agent will be personally liable to Consultant in the event of any default or breach of City, or for any amount which may become due to Consultant, or for any obligations directly or indirectly incurred under this Agreement.
- 19.3** City's liability under this Agreement is limited to payment of Consultant in accordance with the terms of this Agreement and excludes any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

Section 20. Termination of Agreement.

- 20.1** City may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant must cease immediately all work and services in progress.
- 20.2** Consultant may terminate this Agreement at any time upon 30 days' prior written notice of termination to City.
- 20.3** Upon termination of this Agreement by either Consultant or City, all property belonging to City that is in Consultant's possession must be returned to City. Consultant must promptly deliver to City a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.
- 20.4** Consultant acknowledges City's rights to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from City's termination of this Agreement.

Section 21. Notices.

- 21.1** All written notices required or permitted to be given under this Agreement will be deemed made when received by the other party at its respective address as follows:

To City:

City of Camarillo
601 Carmen Drive
Camarillo, California 93011

To Consultant:

Attention:

Tel. (805)

Fax (805)

e-mail _____@cityofcamarillo.org

Attention:

Tel.

Fax

e-mail

- 21.2** Notice will be deemed effective on the date personally delivered or electronically transmitted by facsimile. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

- 21.3** Any party may change its notice information by giving notice to the other party in compliance with this section.

Section 22. General Provisions.

- 22.1 Authority to Execute; Counterparts.** Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties.
- 22.2 Entire Agreement.** This Agreement, including the attached Exhibits A through C, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and City prior to the execution of this Agreement.
- 22.3 Binding Effect.** This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.
- 22.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 22.5 Electronic Signatures; Counterparts.** This Agreement and any amendment will be considered executed when the signature page of a party is delivered by electronic transmission. Such electronic signatures will have the same effect as an original signature. This Agreement may be executed in multiple counterparts.
- 22.6 Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 22.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 22.8 Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision.
- 22.9 Venue.** In the event of litigation between the parties, venue in will be exclusively in a state court in the County of Ventura.

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF the parties hereby execute this Agreement as follows:

CITY OF CAMARILLO

Greg Ramirez, City Manager

ATTEST:

City Clerk

CONSULTANT:

_____, a _____

By _____

Name:

Title:

By _____

Name:

Title:

Camarillo Business Tax Certificated No. _____ / Expiration Date _____

EXHIBIT A

SCOPE OF SERVICES

[Attached]

FORM

EXHIBIT B

KEY PERSONNEL & COMPENSATION

1. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement is Mike Bustos.

2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed _____ .

FEE SCHEDULE

KEY PERSONNEL

Name	Title/Position	Rate (Per Hour)

EXHIBIT C
INSURANCE

1. **Required Insurance.** Before commencing any services, Consultant must procure and maintain in full force and effect during the term of this Agreement the following types of insurance with at least the minimum coverage listed and subject to the applicable additional requirements set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial General Liability	Select / Select (occurrence/aggregate)
Business Automobile Liability	Select combined single
Workers' Compensation	Statutory Requirements
Professional Liability	Select or Remove
Cyber Liability	Select or Remove

2. **Insurance Rating.** All insurance required to be maintained by Consultant must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A- or better and Financial Size Category Class VII or better by the latest edition of A.M. Best's Key Rating Guide, unless otherwise approved by City's legal counsel.
3. **Commercial General Liability Insurance.** The commercial general liability insurance must meet or exceed the requirements of Insurance Services Office (ISO) form CG 00 01, and must be provided on a per occurrence basis for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. The insurance must be on an "occurrence" not a "claims made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another. The insurance must include a waiver of subrogation applicable to the insurance or self-insurance, a primary and non-contributory endorsement, and an additional insured endorsement, all in favor of the City of Camarillo, its officers, employees and agents, and volunteers; blanket endorsements are acceptable. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
4. **Business Automobile Insurance.** The business automobile insurance coverage must be at least as broad as ISO Business Auto Coverage form CA 00 01, covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount stated above per combined single limit for each accident. Such insurance must include a waiver of subrogation applicable to the insurance or self-insurance, and a primary and non-contributory endorsement, and an additional insured endorsement, all in favor of the City of Camarillo, its officers, employees and agents, and volunteers; blanket endorsements are acceptable.
5. **Workers' Compensation.** If Consultant has any employees, Consultant must maintain workers' compensation insurance (statutory limits) and employer's liability insurance (with

limits of at least \$1,000,000). Such insurance must include a waiver of subrogation endorsement in favor of the City of Camarillo, its officers, employees, agents, and volunteers; a blanket endorsement is acceptable.

6. Professional Liability (Errors & Omissions) Insurance. The professional liability insurance must cover the services to be performed under this Agreement. The coverage must be provided on a “claims made” basis. Consultant must maintain continuous coverage through a period not less than three years after the completion of the services required under this Agreement.

7. Cyber Liability Insurance. The cyber liability insurance must include the following coverage:

- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- c. Liability arising from the failure of technology products (software) required under the Agreement for Consultant to properly perform the services intended.
- d. Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- e. Liability arising from the failure to render professional services

If coverage is maintained on a “claims-made” basis, Consultant must maintain such coverage for an additional period of three years following termination of the Agreement.

8. Umbrella or Excess Liability Insurance. If an excess or umbrella liability policy is used to meet minimum limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella or excess liability policy must include a “drop-down provision” requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason. Coverage must be provided on a “pay-on-behalf” basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. The policy must “follow form” to the underlying primary policy. Coverage must be applicable to all insureds under the primary policies. The insurance must contain or be endorsed to contain a waiver of subrogation applicable to the insurance or self-insurance, and a primary and non-contributory endorsement for the benefit of City. The scope of coverage provided is subject to approval of City following receipt of the required proof of insurance.

9. Consultant’s Limitations and Endorsements. The Consultant’s insurance policies must not include any endorsements or provisions that limit coverage for the following risks: explosion, collapse, or underground hazards (XCU); products and completed operations; pollution liability; and contractual liability. These coverages must be specifically included without any exclusions, modifications, or restrictions that would limit the scope of protection otherwise afforded by the basic policies. Any endorsement or exclusion that reduces or eliminates coverage for the above-listed risks is unacceptable.

- 10. Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by City. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by City in its sole discretion. At the option of City, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the City's additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.
- 11. Certificates of Insurance and Endorsements; Notice of Termination or Changes to Policies.** Prior to commencing any services under this Agreement, Consultant must file with the City certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or certified copies of policies as may reasonably be required by City. These certificates of insurance and endorsements must be in a form approved by the City's legal counsel. Consultant must maintain current certificates and endorsements on file with City during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination or cancellation of the required coverage, will be effective except upon 30 days' prior written notice to City by certified mail, return receipt requested (except for nonpayment for which a 10-day notice is required). The delivery to City of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the City's right to require compliance. In the event that Consultant's policies are materially changed, Consultant must provide the City with at least 30 days' prior written notice of the applicable changes. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- 12. Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at Consultant's expense and deduct the cost from the sums due Consultant. Alternatively, City may terminate the Agreement.
- 13. Effect of Coverage.** The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Consultant or any subconsultant of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.
- 14. Required Insurance for Subconsultants/Subcontractors.** Consultant agrees to ensure that any subconsultants/subcontractors providing services under this Agreement provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to review and monitor all such coverage and assumes responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement.

15. **Right to Revise Insurance Specifications.** City reserves the right to change the amounts and types of insurance required by giving Consultant at least 90 days advance written notice of such change. If such change results in substantial additional cost to Consultant, the parties may renegotiate Consultant's compensation.
16. **Timely Notice of Claims.** Consultant must give City prompt notice of claims made of lawsuits initiated that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability insurance policies.

FORM