



**REQUEST FOR PROPOSALS**  
**CITY OF FRESNO**  
**CULTURAL ARTS PLAN CONSULTANT**

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**DUE MONDAY, FEBRUARY 7, 2022**

**NOTICE DEADLINE EXTENDED**

Fresno Arts Council  
1245 Van Ness Ave.  
Fresno, CA 93721  
Phone: (559) 237-9734

## **CULTURAL ARTS PLAN CONSULTANT REQUEST FOR PROPOSALS**

### **INTRODUCTION**

This Request for Proposals (RFP) is being issued by the Fresno Arts Council on behalf of the City of Fresno.

**Deadline for Questions:** 2:00 PM, January 31, 2022, by email to Lilia Gonzales Chavez, Executive Director at [Lilia@fresnoartscouncil.org](mailto:Lilia@fresnoartscouncil.org)

**Due Date and Time:** **MONDAY, FEBRUARY 7, 2022, by 2:00 PM**

**Deliver To:** Fresno Arts Council  
1245 Van Ness Ave.  
Fresno, CA 93721  
Phone: (559) 237-9734

### **CITY OF FRESNO**

The Fresno Arts Council is seeking a consultant to research and develop a Cultural Plan for the City of Fresno.

Fresno is a city located in California. With a 2020 population of 537,100, it is the 5th largest city in California and the 35th largest city in the United States. Fresno is currently growing at a rate of 0.52% annually and its population has increased by 8.58% since the most recent census, which recorded a population of 494,665 in 2010. Fresno reached its highest population of 537,100 in 2021. Spanning over 116 miles, Fresno has a population density of 4,682 people per square mile.

It is the most populous inland city in California with a highly ethnically diverse community, housing one of the largest Hmong and Armenian American communities in the nation, an increasingly growing 49% Latino population and 7.5% African American population.

The average household income in Fresno is \$69,880 with a poverty rate of 25.18%. The median rental costs in recent years comes to \$1,005 per month, and the median house value is \$242,000. The median age in Fresno is 31 years, 30.3 years for males, and 31.9 years for females. For every 100 females there are 96.4 males.

Agriculture is the backbone of the Fresno area, employing nearly 20 percent of the workforce and providing more than \$3.5 billion for the local economy. More jobs are tied into the agricultural industry than any other industry in the Fresno area; estimates are that one in three jobs in all are related to agriculture. Most of America's produce is grown in California's Central Valley, and Fresno County is the number one agricultural county in the United States.

Downtown Fresno represents a unique blending of the old and new. Nestled among miles of farmland, the retail district is sparsely filled with a variety of shops, restaurants and a unique collection of public art created by internationally known artists. The entertainment ambiance of downtown is complemented by nearby neighborhoods containing historical homes,

buildings, and an emerging cultural arts district. At the First Thursday ArtHops, downtown Galleries and businesses have refreshments and snacks for visitors, and an array of presentations engage the community in the arts. Known as fertile ground for writers and poets, Fresno is home to two national poet laureates a plethora of published writers.

## **PURPOSE**

1. To support the undertaking of a cultural plan for the City of Fresno that will engage with its diverse community in producing a guiding document that:
  - a. Documents Fresno's unique cultural assets,
  - b. Defines cultural priorities,
  - c. Fosters opportunities for economic benefit and community engagement, and
  - d. Enhances the quality of life for City of Fresno resident, business, and visitors.
2. The cultural plan will be a community-wide public participation process that will develop a vision for the role the arts and culture play in our city and outline a plan for grantmaking in the arts.

## **BACKGROUND**

In 2018 the Citizens of Fresno voted to support Measure P an initiative centered on the observation that well-maintained public parks and arts are key to maintaining healthy communities and improving property values for all residents of all ages and ability.

A recently approved Parks Master Plan, developed after years of study and community input, showed that 80% of Fresno's parks are in fair or poor condition. This Initiative would provide a guaranteed, local funding source for Fresno's parks and arts through a 3/8-cent sales tax in the City of Fresno, raising an estimated \$38 million per year and requiring voter approval for renewal after 30 years. The Initiative was developed by a diverse coalition of parents, seniors, and community leaders who came together to support Fresno's parks and arts and find a solution to our community's needs.

Twelve percent (12%) of the funds made available by Measure P shall be made available on an annual basis to invest in competitive grants for nonprofit organizations that support and expand access to arts and cultural programming.

Prior to the implementation of grant making discussed above, a Cultural Arts Plan for the City of Fresno is to be developed, that would identify needs in the arts and cultural community; prioritize outcomes and investments; and develop a vision and goals for the future of Fresno arts and cultural programs that are reflective of the cultural, demographic, and geographic diversity of Fresno. This process shall include robust community engagement and include multiple public meetings.

## **QUALIFICATIONS/EXPERTISE**

The selected consultant will possess the following qualifications and expertise:

1. A strong background in cultural planning work, including guiding community input processes as well as inventorying cultural assets and cultural needs.
2. Ability to develop a detailed work plan that clearly and systematically identifies tasks necessary to complete the plan ensuring that it is inclusive, diverse, and representative.
3. Work experience in the cultural and/or artistic fields that can inform a cultural planning process and demonstrated administrative experiences.
4. History of building and maintaining positive working relationships with agencies, committees, and constituents; excellent written and oral communication skills.

## **SCOPE OF SERVICES**

The Consultant will do the following:

1. In partnership with the Fresno Arts Council and the City of Fresno, manage the work plan; conduct research and analysis on the City of Fresno's cultural assets and cultural needs.
2. Describe and implement a comprehensive strategy and methodology for citizen involvement in the cultural plan development that animates a planning process that is grounded in the ethos of engagement and supports social equity.
3. In partnership with the Fresno Arts Council and the City of Fresno, coordinate and facilitate city-wide and neighborhood specific meetings and present recommendations and findings to City Advisory committees, elected officials and/or staff.
4. Analyze the City of Fresno's uniqueness and identity as a wellspring of creativity as manifest in its cultural and art organizations, cultural events, cultural districts and support system for artists and arts organizations.
5. Produce a city-wide cultural plan that will provide a policy framework, strategies and funding requirements that strengthen and advance the City of Fresno's Art and Cultural sector with benchmarks for success.

## **COMPENSATION**

The budget for this consultancy is \$75,000.

Estimated effective dates of contract are MARCH 11, 2022, through JUNE 30, 2022.

The selected consultant/organization will be required to enter into a Professional Services Agreement with the City of Fresno.

## **PROPOSAL EVALUATION CRITERIA**

Proposals will be evaluated by a Selection Committee (Committee) based on, but not limited to, the following considerations and criteria:

1. Demonstrated knowledge of the City of Fresno or a process to reach an understanding of it.
2. An innovative and effective approach to cultural planning and the development of cultural policy strategies.
3. An ability to reach and engage a range of constituents from within the arts, as well as other sectors.
4. A willingness to involve local arts organizations and artists in fostering a process that is engaging and imaginative for Fresno residents and visitors.
5. Proposal of a planning process that fits the project budget guidelines.
6. Demonstrated and applicable experience in:
  - a) creating strategy and implementation plans for municipalities or other public agencies.
  - b) engaging diverse communities thoughtfully in a public process.
  - c) leading, coordinating, and facilitating complex public engagement processes, including management of multiple stakeholder committees.
  - d) devising and executing a communications strategy for cultural planning; and
  - e) building an accountable implementation and funding plan.

As part of the evaluation process, the consultant may be asked to participate in a phone interview and finalists will be asked to present their proposal to the Committee in person or via Zoom.

This RFP does not commit the City of Fresno to enter into a contract or to pay any costs incurred in the preparation of the RFP. The City of Fresno reserves the right to accept or reject any RFPs, and to negotiate with any qualified Agency, or to cancel in part or in its entirety this solicitation for RFP's.

## **Submittal Requirements**

1. A cover letter summarizing the consultant's interest in the plan, experience, and qualifications, as it relates to developing a comprehensive cultural plan.
2. A work plan describing your approach to designing, managing, and coordinating this project, (10 pages maximum).
  - a) The description should address the task in the scope of service. In addition, include any steps/tasks not included in the "Scope of Services" that the consultant feels would materially affect the quality of the project.

- b) Include a brief narrative explanation of how your work plan will ensure the City of Fresno's cultural planning process is appropriately inclusive, diverse, and representative all City of Fresno residents.
  - c) Provide a written summary identifying the types of information, data, and administrative assistance expected from the Fresno Arts Council and the City of Fresno to complete this project.
3. Supplemental Information:
- Report and/or description of a similar project you have completed.
  - Resume/CV
  - Three professional references

## **PUBLIC RECORDS**

The proposals received shall become the property of the City of Fresno and are subject to public disclosure. Those parts of a proposal which are defined by the Proposer as business or trade secrets as that term is defined in California Evidence Code, Section 3426.1, and are reasonably marked "Trade Secrets", "Confidential", or "Proprietary", and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may not be considered for award. Proposals, excluding confidential information, will be available for review after posting of staff recommendation.

## **Conflict of Interest**

The City of Fresno is attempting to avoid conflict of interest or any appearance of conflict of interest. Therefore, all consultants and their sub-contractors (if any) are required to provide a Disclosure of Conflict of Interest (Attachment A). Provide a statement of conflict you, your firm, and/or other key staff may have regarding these services. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If there is no potential conflicts of interest identified, state such in your proposal. Complete and return Attachment A – Disclosure of Conflict of Interest as part of the RFP for the consultant and each subcontractor.

- a. By submission of a proposal, the consultant acknowledges that it has read and thoroughly understands the Scope of Services; agrees to all terms and conditions stated herein in the attached Agreement form without exception, acknowledges the consultant can meet all the insurance requirements without exception; and acknowledges that it can perform all tasks, as required.

## **Local Preference**

Fresno Municipal Code Section 4-109, LOCAL PREFERENCE IN CONTRACTING FOR SERVICES, provides for a local preference. Portions pertinent to this Contract are paraphrased as follows:

Except for those contracts funded by the federal or state government when such funding would be jeopardized because of this preference, the City of Fresno shall, in contracting for consulting services, give a primary preference to local firms, when such firms have the necessary qualifications, experience and expertise to complete the project being proposed, as determined by the City. A secondary preference shall be given to non-local firms which form an association for pecuniary profit with local firms for the project, wherein the benefit to the local firm(s) is an amount greater than 15% of the total contract price. The Agency shall certify, under penalty of perjury, that the Agency qualifies as a local firm. The preference is waived if the certification does not appear on the proposal.

"Local firm" shall mean a firm with a fixed primary or branch office within a twenty-five-mile radius of Fresno City Hall, located at 2600 Fresno Street in the City of Fresno, and a majority of the work on the project will be performed by employees who are permanently assigned to such office prior to the city requesting proposals for the project and whose regular duties would include local work on other than City projects.

Agency shall submit the form CERTIFICATION FOR LOCAL PREFERENCE with their proposal if they seek the benefit of local preference.

### **Regulated Communications**

The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the *Fresno Municipal Code*) became effective May 7, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Agency (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Agency or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

Any Respondent, Bidder, or Agency violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

Note: The full text of *Fresno Municipal Code*, Chapter 4, Article 6 may be read at the following website:

<http://www.municode.com/Resources/gateway.asp?pid=14478&sid=5> .

### **Debarment**

A Bidder may be debarred from bidding or proposing upon or being awarded any contract with the City, or from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Fresno Municipal Code Section 4-104 adopted by Council on May 17, 2018. The initial period of any such debarment shall not be less than one year and may be permanent

depending on the violation. A Bidder may request a hearing, in accordance with Fresno Municipal Code Section 4-104, upon receipt of a notice of proposed debarment from the City Manager or designee. A copy of the ordinance may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721.

**Professional and General Liability Insurance**

See Exhibit B attached hereto.

**Approval by City Council**

Any contract exceeding \$50,000 shall be subject to the approval of the City Council in accordance with the *Fresno Municipal Code*.

**Agency Agreement**

The City will be utilizing a Standard City Consultant Agreement (Appendix A).



## Attachment C

### DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(company)

\_\_\_\_\_  
(address)

☐ Additional page(s) attached.

\_\_\_\_\_  
(city state zip)

## Appendix A

### SERVICE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and [Consultant Name], [Legal Identity] (Consultant), as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions" (if any) for the following: [Title and Request for Proposals No.] copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the monetary consideration of [WRITTEN \$ AMOUNT] DOLLARS AND [WRITTEN CENTS AMOUNT] CENTS (\$[Dollar amount; e.g. \$5,000]), as set forth in the Proposal, Consultant promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of the City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. PAYMENT. The City accepts the Consultant's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents. The Consultant agrees to accept electronic payment from the City.

4. INDEMNIFICATION. To the furthest extent allowed by law, including but not limited to California Civil Code section 2782, the Consultant shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by the City shall be subsequent to that of the Consultant's, and this Contract shall be binding and effective upon execution by both parties.

CITY OF FRESNO,  
A California municipal corporation

[CONSULTANT NAME],  
[Legal Identity]

By: \_\_\_\_\_  
[Name]  
[Title]

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

Dated: \_\_\_\_\_

Title: \_\_\_\_\_  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

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

By: \_\_\_\_\_  
[Attorney Name] Date  
Deputy City Attorney

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

Title: \_\_\_\_\_  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

ATTEST:  
BRIANA PARRA, CMC  
Interim City Clerk

REVIEWED BY:

By: \_\_\_\_\_  
Deputy Date

\_\_\_\_\_

Addresses:  
CITY:  
City of Fresno  
Attention: [Name]  
[Title]  
[Street Address]  
Fresno, CA [Zip]  
Phone: (559) [#]  
FAX: (559) [#]

CONSULTANT:  
[Consultant Name]  
Attention: [Name]  
[Title]  
[Street Address]  
[City, State Zip]  
Phone: [area code and #]  
FAX: [area code and #]

## **Exhibit B**

### **INSURANCE REQUIREMENTS**

#### **Consultant Service Agreement between City of Fresno ("CITY") and [Consultant Name] ("CONSULTANT")**

[Project Title]

PROJECT TITLE

### **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO \*Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession.

### **MINIMUM LIMITS OF INSURANCE**

CONSULTANT, or any party the CONSULTANT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

#### **1. COMMERCIAL GENERAL LIABILITY:**

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**  
\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
4. **EMPLOYER'S LIABILITY:**
  - (i) \$1,000,000 each accident for bodily injury;
  - (ii) \$1,000,000 disease each employee; and,
  - (iii) \$1,000,000 disease policy limit.
5. **PROFESSIONAL LIABILITY** (Errors and Omissions):
  - (i) \$1,000,000 per claim/occurrence; and,
  - (ii) \$2,000,000 policy aggregate.

### **UMBRELLA OR EXCESS INSURANCE**

In the event CONSULTANT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents, and volunteers.

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY's Risk Manager or designee. At the option of the CITY's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents, and volunteers; or
- (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

### **OTHER INSURANCE PROVISIONS/ENDORSEMENTS**

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing and completed operations under the Commercial General Liability policy by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: CONSULTANT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents, and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONSULTANT, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONSULTANT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing

renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

**SUBCONTRACTORS** - If CONSULTANT subcontracts any or all of the services to be performed under this Agreement, CONSULTANT shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, CONSULTANT will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

#### **VERIFICATION OF COVERAGE**

CONSULTANT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONSULTANT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.