



SAN RAFAEL
THE CITY WITH A MISSION

Agenda Item No: 4.e

Meeting Date: December 19, 2022

**SAN RAFAEL CITY COUNCIL AGENDA
REPORT**

Department: City Manager, Sustainability Division

**Prepared by: Kate Hagemann
Climate Adaptation and Resilience
Planner**

City Manager Approval: _____

TOPIC: CANAL COMMUNITY RESILIENCE PLANNING PROJECT (PROJECT #31100)

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENTS WITH MULTICULTURAL CENTER OF MARIN AND CANAL ALLIANCE FOR THE CANAL COMMUNITY RESILIENCE PLANNING PROJECT, IN THE AMOUNT NOT TO EXCEED \$162,000 AND \$120,000, RESPECTIVELY

RECOMMENDATION: Adopt the resolution.

BACKGROUND:

On September 22, 2022, the State Coastal Conservancy adopted a resolution authorizing a grant of up to \$700,000 to the City of San Rafael (“grantee”) for the Canal Community Resilience Planning Project (“the project”). The resolution was adopted by the Conservancy after being favorably recommended by staff in the recommendation report attached to this item. Additionally, the Marin Community Foundation awarded this project \$62,000 to bolster the community engagement and training aspects.

On November 21, 2022, the City Council voted to accept the award of grant funding from the Conservancy and Marin Community Foundation for the project and authorized the City Manager or their designee to negotiate and execute on behalf of the City all agreements and instruments necessary to complete the project and to comply with the Conservancy's grant requirements, including, without limitation, the grant agreement. The grant agreement with the State Coastal Conservancy was signed by the City Manager on November 29, 2022.

The grant application was developed collaboratively earlier this year by staff from the Sustainability Program, County staff with expertise in sea level rise, and community partners the Multicultural Center of Marin and the Canal Alliance. The purpose of the grant is to conduct a community-informed technical study of sea level rise adaptation options along the shoreline of San Rafael. It will include robust engagement in priority equity community census tracts to ensure that underrepresented community members have a voice in an inclusive decision-making process. The City of San Rafael will work with the County of Marin and community-based organization project partners Canal Alliance and Multicultural Center of Marin (“Project Team”) to build capacity of the two organizations by hiring staff to help lead the project and develop culturally relevant community engagement methods for these areas, which have been identified as most

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

vulnerable by the Bay Conservation and Development Commission's 2020 Regional Sea Level Rise Vulnerability and Adaptation Study.

Geographically, the Project Study Area is the entire shoreline area within the boundaries of the City of San Rafael. The study's focal community Engagement Area is the Canal Neighborhood, census tracts 1122.03 and 1122.04. A particular focus will be on creative ways to engage people in multifamily housing since most of the residents in this area are tenants and many are subletters. The community-engagement aspects of this project as well as the prioritization of underserved communities were key components of the grant proposals' success.

In order to successfully execute the grant agreements with the two project funders and complete the Canal Community Resilience Planning Project, the City needs to procure services to be performed by the two community-based organizations. This will enable the Multicultural Center of Marin and the Canal Alliance to complete the grant tasks contemplated for the grant and required under the grant agreement and develop culturally appropriate outreach materials. The attached professional services agreements would establish a formal working partnership between the City and these two community-based organizations.

ANALYSIS:

The draft professional services agreements have been reviewed by the City Attorney for legal sufficiency and align with the City's grant agreements with the Conservancy and the Marin Community Foundation. Executing these agreements is necessary so that work can begin on the grants and the project can be successfully completed within the grant timeline.

The two community-based organizations will be reimbursed for their work on a percent complete basis. This project and reimbursement for their services would ultimately be paid for using grant funds referenced above. The funds from the Marin Community Foundation (\$62,000) have already been transferred to the City. The funding from the Coastal Conservancy will be paid to the City following successful submission of progress reports and invoices. Given the frequent nature of the reimbursements schedule (every one to three months), it is not expected that there will be any cashflow challenges posed by the reimbursement of the Conservancy grant.

This grant does not require a direct match from the City; however, staff time and community facilities such as the Albert Boro Community Center will be provided as in-kind match to facilitate the successful completion of this project over the next three years.

It is worth noting that without action, sea level rise is expected to have significant negative impacts to communities, housing, businesses, and major infrastructure in the coming decades. Without action, the long-term implications to the City's tax base could be substantial. Successfully completing this project is expected to help the City avert these negative consequences by proactively identifying adaptation measures that will help protect the community in the coming years.

FISCAL IMPACT:

There is no direct fiscal impact to the City as grant funds have been appropriated in Project #31100 in the amount of \$700,000 from the Coastal Conservancy and \$62,000 from the Marin Community Foundation for a total appropriated amount of \$762,000. The funds from the Marin Community Foundation have already been transferred to the City, and Coastal Conservancy funds will be disbursed to the City and subcontractors on a reimbursement basis. The professional services agreement with Canal Alliance would be for an amount not to exceed \$120,000. The professional services agreement with Multicultural Center of Marin would be for an amount not to exceed \$162,000.

OPTIONS:

The City Council has the following options to consider relating to this item:

1. Adopt the resolutions as presented.
2. Adopt the resolutions as amended.
3. Direct staff to return with additional information.

RECOMMENDED ACTION:

Adopt the resolution approving the professional services agreements.

ATTACHMENTS:

1. Resolution
2. Draft professional services agreement with Canal Alliance.
3. Draft professional services agreement with Multicultural Center of Marin.

RESOLUTION NO.

A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENTS WITH MULTICULTURAL CENTER OF MARIN AND CANAL ALLIANCE FOR THE CANAL COMMUNITY RESILIENCE PLANNING PROJECT, IN THE AMOUNT NOT TO EXCEED \$162,000 AND \$120,000, RESPECTIVELY

WHEREAS, the Legislature of the State of California has established the State Coastal Conservancy (“Conservancy”) under Division 21 of the California Public Resources Code, and has authorized the Conservancy to award grants to public agencies and nonprofit organizations to implement the provisions of Division 21.

WHEREAS, at its September 22, 2022 meeting, the Conservancy adopted a resolution authorizing a grant of up to \$700,000 to the City of San Rafael (“grantee”) for the Canal Community Resilience Planning Project (“the project”). The resolution was adopted by the Conservancy pursuant to and is included in the Conservancy September 22, 2022 staff recommendation, a copy of which is on file with the grantee and with the Conservancy.

WHEREAS, the Marin Community Foundation has awarded an additional \$62,000 to support this same project.

WHEREAS, at the November 21, 2022 meeting, the City Council of the City of San Rafael voted to accept the award of grant funding from the Conservancy and Marin Community Foundation for the project and authorized the City Manager or their designee to negotiate and execute on behalf of the City all agreements and instruments necessary to complete the project and to comply with the Conservancy’s grant requirements, including, without limitation, the grant agreement.

WHEREAS, the funding awarded for the Canal Community Resilience Planning Project is focused on conducting a community-informed feasibility study of sea level rise adaptation options along the greater Canal District shoreline of San Rafael.

WHEREAS, a primary goal of the grant-funded project is to conduct robust engagement in priority equity community census tracts to ensure that underrepresented community members have a voice and that inclusive decision-making guides the process.

WHEREAS, the award of grant funds was premised on the fact that the City would work with project partners including the County of Marin and community-based organization Canal Alliance and Multicultural Center of Marin (“Project Team”) to build capacity of the two community-based organizations by hiring staff to help lead the project and develop culturally relevant community engagement methods for these areas, which have been identified as most vulnerable by the Bay Conservation and Development Commission’s 2020 Regional Sea Level Rise Vulnerability and Adaptation Study.

WHEREAS, the community-based organization project partners Canal Alliance and Multicultural Center of Marin (“Project Team”) will be responsible for implementing multiple key grant deliverables including designing and conducting trainings, focus groups, facilitating a steering committee, leading public outreach and community events, and other elements which are detailed in the attached agreements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Rafael hereby:

1. Approves and authorizes the City Manager to execute an agreement with Canal Alliance, in a form to be approved by the City Attorney, in the amount not to exceed \$120,000.

2. Approves and authorizes the City Manager to execute an agreement with Multicultural Center of Marin, in a form to be approved by the City Attorney, in the amount not to exceed \$162,000.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the San Rafael City Council held on the 19th day of December 2022, by the following vote to wit:

AYES:

NOES:

ABSENT:

LINDSAY LARA, City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF SAN RAFAEL
AND
CANAL ALLIANCE
FOR EDUCATION AND COMMUNITY ENGAGEMENT SERVICES**

This Agreement is made and entered into as of _____ (the “Effective Date”), by and between the CITY OF SAN RAFAEL, a chartered California municipal corporation (hereinafter "**CITY**"), and CANAL ALLIANCE, a California nonprofit public benefit corporation (hereinafter "**CONSULTANT**"). **CITY** and **CONSULTANT** may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. **CITY** is in receipt of a grants from the State Coastal Conservancy for \$700,000 and the Marin Community Foundation for \$62,000 to complete a sea level rise feasibility study.
- B. **CITY** desires to secure professional services more fully described in this Agreement, at **Exhibit A**, entitled “SCOPE OF SERVICES” to help successfully implement a project supported by grant funds from the state Coastal Conservancy and the County of Marin; and
- C. **CONSULTANT** represents that it, and its subcontractors, if any, have the professional qualifications, expertise, and necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of **CITY**; and
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. **SERVICES TO BE PROVIDED.**

Except as otherwise may be expressly specified in this Agreement, **CONSULTANT** shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by **CITY** at its sole risk and expense. Services to be provided to **CITY** are more fully described in **Exhibit A** entitled “SCOPE OF SERVICES.”

2. **COMPENSATION.**

In consideration for **CONSULTANT**’s complete performance of Services, **CITY** shall pay **CONSULTANT** for all materials provided and services rendered by **CONSULTANT** at the unit

rates and rates per hour for labor, as set forth in **Exhibit A**, for a total amount not to exceed \$120,000.

CONSULTANT will bill City on a monthly or quarterly basis for Services provided by **CONSULTANT** during the preceding month or quarter, subject to verification by **CITY**. **CITY** will pay **CONSULTANT** within thirty (30) days of City's receipt of invoice.

3. **TERM OF AGREEMENT.**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on **the Effective Date of this Agreement** and terminate on April 30, 2025.

4. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** The City's Climate Adaptation and Resilience Planner is hereby designated the PROJECT MANAGER for the **CITY** and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONSULTANT'S Project Director.** **CONSULTANT** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. Aaron Burnett is hereby designated as the PROJECT DIRECTOR for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONSULTANT** shall notify the **CITY** within ten (10) business days of the substitution.

5. **TERMINATION.**

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONSULTANT** and any and all of **CONSULTANT's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

6. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONSULTANT** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement.

7. INSPECTION AND AUDIT.

Upon reasonable notice, **CONSULTANT** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONSULTANT** in connection with its performance of its duties under this Agreement. **CONSULTANT** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

8. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

9. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in **Exhibit B**, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in **Exhibit B**.

10. INDEMNIFICATION.

A. Except as otherwise provided in subparagraph B of this section, **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the “**City Indemnitees**”), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively “**CLAIMS**”), arising out of **CONSULTANT’S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT'S** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONSULTANT'S** indemnification obligation shall be reduced in proportion to the **City Indemnitees’** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT’S** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT’S** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT’S** performance of or operations under this Agreement,

CONSULTANT shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONSULTANT** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONSULTANT**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

11. **NONDISCRIMINATION.**

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

12. **COMPLIANCE WITH ALL LAWS.**

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

13. **NO THIRD PARTY BENEFICIARIES.**

CITY and **CONSULTANT** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

14. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

To **CITY**'s Project Manager:

Katherine Hagemann,
Climate Adaptation and Resilience Planner
1400 Fifth Avenue
San Rafael, CA 94901

To **CONSULTANT**'s Project Director:

Aaron Burnett,
Director of Policy and Civic Engagement
91 Larkspur St
San Rafael, CA 94901

15. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONSULTANT** and **CITY** expressly intend and agree that the status of **CONSULTANT**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

16. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONSULTANT** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONSULTANT** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

17. SET-OFF AGAINST DEBTS.

CONSULTANT agrees that **CITY** may deduct from any payment due to **CONSULTANT** under this Agreement, any monies which **CONSULTANT** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

18. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

19. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

20. CITY BUSINESS LICENSE / OTHER TAXES.

CONSULTANT shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code, and **CONSULTANT** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONSULTANT** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

21. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

22. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

23. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed by electronic signature and in any number of counterparts,

each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.


[Signatures are on the following page.]

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

CITY OF SAN RAFAEL:

CONSULTANT:

JIM SCHUTZ, City Manager

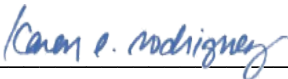


Aaron Burnett
Director of Policy and Civic Engagement

APPROVED AS TO FORM:
Office of the City Attorney

[If CONSULTANT is a corporation, add signature of second corporate officer]

By: GENEVIEVE COYLE,
Assistant City Attorney



Karen Rodriguez
CFO

ATTEST:
City Clerk

LINDSAY LARA, City Clerk

EXHIBIT A SCOPE OF SERVICES

The Services to be performed for **CITY** by **CONSULTANT** under this Agreement are more fully described in **CONSULTANT**'s proposal, which is attached to this Exhibit A.

I. PROJECT DESCRIPTION

The purpose of this Project is to conduct a community-informed technical feasibility study of sea level rise adaptation options along the greater Canal District shoreline of San Rafael ("Project Study Area"). It will include robust engagement in our priority equity community census tracts ("Primary Engagement Area") to ensure that underrepresented community members have a voice and that inclusive decision-making guides the process. The City of San Rafael will work with the County of Marin and community-based organization (CBO) project partners Canal Alliance and Multicultural Center of Marin ("Project Team") to build capacity of the two community-based organizations by hiring one staff person per organization to help lead the project and develop culturally relevant community engagement methods for these census tracts, which have been identified as most vulnerable by the Bay Conservation and Development Commission's 2020 Regional Sea Level Rise Vulnerability and Adaptation Study.

Geographically, the Project Study Area is the entire shoreline area within the boundaries of City of San Rafael and can be loosely framed by downtown on the west, the Richmond-San Rafael Bridge to the east, and McNears Beach to the north. The Project Study Area includes both sides of the San Rafael Canal.

The Project Team will conduct a technical feasibility study that considers nature-based, hybrid, and hard infrastructure sea level rise adaptation measures within the Project Study Area. These will include but not be limited to consideration of the full range of nature-based solutions such as ecotone levees and subtidal habitat restoration, green-grey riprap, and traditional engineered solutions such as sea walls and a tide gate at the mouth of the Canal. Through the technical feasibility study and collaborative community planning process, a minimum of at least one project will be identified for further development and implementation.

Additionally, the Project Team will produce community-developed policy language for the City's multi-hazard climate adaptation plan (currently in development, anticipated completion in spring 2025), and potentially other plans and guiding documents such as a proposed neighborhood specific plan, housing plan or strategy, and other General Plan-related documents.

The Project will prototype and model a collaborative planning process that elevates the community's role in decision-making to be used in future resilience and adaptation planning work and other critical local policy decisions. Providing funding for staff at two community-based organizations will build capacity at each to engage fully in the project and advocate on behalf of their constituents. An effectiveness evaluation will summarize the process and guide future engagement efforts for the City and County.

II. CANAL ALLIANCE’S TASKS, DELIVERABLES, AND TIMELINES

SCOPE OF WORK

Task 1 Project Management

Consultant will coordinate with the City to keep them informed about the status of project deliverables. The Consultant will track their budget and schedule, submitting requests for disbursement, and other project management activities. In the progress reports, the Consultant shall document all activities, deliverables completed, progress, issues, and proposed resolutions.

Subtask 1.2 Project Team Management

The City is part of a collaborative Project Team that includes two CBOs– Canal Alliance and Multicultural Center of Marin (MCM) – and the County of Marin. While all team members have long supported work in the community, working together on this effort will require coordination as we establish stronger networks and trust with each other and the community. The Project Team will meet regularly to coordinate on the project strategy, review documents, prepare for meetings, and initiate and respond to communications with the public and other partners.

Task 1 Deliverables: progress reports, invoices, and documentation

Task 2 Community-Informed Technical Feasibility Study

The Consultant will support the project team with the technical feasibility study, providing feedback and analysis throughout the iterative study and design process.

Task 3 Staff and Partner Training

Consultant will assist in organizing and leading of trainings to promote competencies in the foundational areas of this project: sea level rise (including causes and impacts, Adaptation Pathways, and nature-based solutions), equitable community engagement, and cultural competency.

Subtask 3.1 Sea Level Rise Training

Consultant will work with the project team to develop and attend a series of (6) trainings on the causes and implications of sea level rise, flooding, time scales, compounding effects, and the Adaptation Pathways approach to planning for sea level rise impacts.

Subtask 3.2 Equitable Community Engagement Training

Consultant will assist in planning and attend a minimum of (3) trainings specific to inclusive and equitable community engagement will be organized and conducted in partnership with MCM.

Subtask 3.3 Cultural Competency Training

Consultant will assist the program team in the planning, design and facilitation of a minimum of (3) Cultural Competency Trainings specific to the residents of the Canal. Language, culture, norms, perceptions, and empathy training will be included, with a focus on the immigrant experience of people from Latin America, Vietnam, and other countries living in San Rafael. These will include information on the variety of affinity groups, resources, programs, and service providers currently engaged with residents.

Task 4 Community Engagement

Consultant will support the Project Team to develop an engagement strategy and refine the timeline and schedule, conduct stakeholder mapping, identify key community partners, identify community resources for meeting facilitation and support, design materials, develop creative means of communication and documentation of the project, conduct workshops and trainings, develop a community Steering Committee, and develop questions and content for focus groups, surveys, and other community events and groups. The Consultant will work closely with the Project Team to develop culturally appropriate and understandable materials for ongoing feedback and input into the study.

Subtask 4.1 Community Development

The Consultant will hire one new part-time staff to build subject-matter expertise on sea level rise and engage with the community. The new staff member will work collaboratively with the Project Team to assist in the creation of a feasibility study, and assist the Project Team in conducting robust community engagement for the project.

The Consultant will work with the Project Team to conduct stakeholder mapping to identify community champions, influencers, resources, affinity groups, and others that should be engaged at different levels throughout the Project. This will include the wide range of demographics represented in the area with a specific focus on the two primary equity census tracts conducted in three languages. It will include representation from the broader study area, as well as other relevant agencies and stakeholders, such as utilities and state and federal agencies.

The Consultant, in its work with the Project Team, will refer to the stakeholder mapping and schedule interviews with key stakeholders to refine outreach strategies for the Project. Outreach strategies may include printed visuals (flyers, maps, etc.), electronic media, video content, block parties, volunteer ambassadors, school programming and classroom materials, and participation in existing community events. A particular focus will be on creative ways to engage people in multifamily housing since most of the residents in the Engagement Area are tenants and many are subletters.

Presentations, participation at existing community events, and community block parties will be conducted to get input on the project at different stages and to identify the best methods of engagement as the project unfolds. Community outreach will be carried out collaboratively between the Consultant and Multicultural Center of Marin (MCM) CBOs and by other members of the Project Team while in others there will be a clear delineation based on constituencies and core competencies. For example, Consultant might lead engagement in multifamily housing and schools, while MCM will lead the video, radio, and other digital media development.

4.1 Deliverables: stakeholder mapping; copies of outreach materials from community events (minimum 4) and large-scale engagements like block parties (minimum 2), including translated materials; documentation of creative communications (such as links to social media account postings, photos and video recordings, project website link, list of trained volunteers, or other engagement products)

Subtask 4.2 Focus Groups

Consultant will support or lead minimum of 6 focus groups consisting of stakeholders from the underrepresented census tracts in the Engagement Area will be conducted throughout the Project. Focus Groups will elevate people's concerns and thoughts regarding community resilience and methods of engagement to help guide the sea level rise planning process. Initial focus groups identifying community values, inclinations, and educational needs on key project topics will be led by MCM and supported by Consultant. Later focus groups on the draft feasibility study and housing security in relationship with climate adaptation will be led by Consultant and supported by MCM. Focus group participants will be carefully chosen to ensure representation from residents that might not otherwise be easily engaged as identified through the stakeholder mapping process.

4.2 Deliverables: focus group attendance rosters; report on findings covering a minimum of (6) Focus Group sessions.

Subtask 4.3 Steering Committee

Consultant will support MCM and other Project Team partners to organize and coordinate a community Steering Committee for the Project that includes representation from the greater Project Study Area. The Steering Committee will provide ongoing oversight for the Project. They will learn about sea level rise and flood impacts and solutions, guide the project, and guide the inclusion of community feedback into the feasibility study. They will receive reports and presentations from the feasibility consultant and provide input.

4.3 Deliverables: Consultant's attendance logs, and meeting notes.

Subtask 4.4 Community Workshops

Throughout the process Consultant will assist the Project Team to collectively conduct at least 8 larger community workshops in multiple languages to engage the community in the process of the feasibility study. The Consultant will work closely with the Project Team to decide on and design content to provide participants with meaningful opportunities to contribute and provide feedback. Earlier workshops will be used to help refine the focus of the project, while later workshops will be geared toward identifying recommendations and priorities for future implementation. These workshops will be done collaboratively by the full Project Team.

4.4 Deliverables: draft and final copies of workshop presentation materials

Subtask 4.5 Technical Advisory Committee

The Consultant will sit on the Technical Advisory Committee (TAC) meetings and provide support and feedback as necessary for the Project. The TAC will include experts in topics such as sea level rise adaptation planning, nature-based shoreline project implementation, and estuarine ecology. The TAC will inform the scope of work for the feasibility study, be engaged in the selection of the technical consultant team and provide review and feedback on technical analyses and interim technical deliverables at key junctures throughout the Feasibility Study process.

4.5 Deliverables: The Consultant's attendance logs and meeting notes

Task 5 Local Plan Integration

The Consultant will work with City and County planning partners to develop and codify relevant outcomes and policy language to be included in the City's climate adaptation plan (being developed concurrently by the City of San Rafael), including but not limited to selected sea level rise scenarios and project or projects identified for further development. In addition, recommendations, priorities, and other outcomes will be assessed to identify inclusion in other City plans, strategies, and programs such as the Local Hazard Mitigation Plan (LHMP), Housing Element, or Safety Element of the City's General Plan.

Subtask 5.1 Present to City and County Leadership

The Consultant will work with the Project Team to prepare and conduct presentations to the San Rafael City Council, Planning Commission, and other relevant bodies. This will include working with the Project Team to prepare the Steering Committee and working with the feasibility study consultant to prepare materials, catalogue feedback and integrate comments.

Subtask 5.2 Develop Policy Recommendations

The Consultant will work with the Steering Committee and the Project Team to develop final policy recommendations and integrate them into City policies, programs, plans, and implementation activities. Potential documentation may include the Citywide climate adaptation plan, General Plan, Local Hazard Mitigation Plan, Capital Improvement Program, or a neighborhood plan, among others.

Task 5 Deliverables: Consultant to draft policy recommendations and work with Project team to draft/ adopt policy language and documents.

Task 6 Effectiveness Evaluation

Consultant will catalogue the project's engagement activities, delivery of technical information to stakeholders, and project outcomes to conduct an evaluation that can inform the City and County for ongoing community-driven planning. The evaluation will be a continuous part of the process to improve and inform engagement strategies as the Project unfolds. It will also be summarized at the end of the Project in the form of a report to inform further planning and implementation efforts and will document the most and least effective techniques, trainings, and engagements, changes in the strategy based on learnings, and recommendations for improvement. Qualitative and quantitative evaluations will occur to determine which engagements provided the most feedback as well as where and when feedback carried forward into meaningful adjustments to the feasibility study and outcomes. The evaluation will include internal as well as external feedback through interviews with key stakeholders. It will also provide an analysis of the capacity building function of the Project and lessons learned for ongoing capacity building in the community and with the Consultant.

Task 6 Deliverable: Effectiveness evaluation report

Part B:

Canal Alliance Project Budget for the City of San Rafael
Community Engagement; Contract Period December 2022 - March 2025

Staff time [1]	
Task 1: Project Management	\$34,270
Task 2: Technical Feasibility Study	\$10,200
Task 3. Staff and Partner Trainings	\$0 [3]
Task 4. Community Engagement	\$44,250
Task 5. Reporting and Local and Regional Plan Integration	\$17,800
Task 6. Effectiveness Evaluation and Analysis	\$5,880
<i>Staff Total</i>	<i>\$112,360</i>
Direct Costs [2]	\$7,600
<i>Project Total</i>	<i>\$ 120,000</i>

[1] Staff costs billed at a rate per hour of \$70 for the Director of Advocacy and Policy and at a rate of \$52 for the Policy Analyst. These staff costs can be adjusted to reflect an annual cost of living adjustment not to exceed the consumer price index. The CPI increase would be calculated using the Bureau of Labor Statistics' annual CPI estimates for the Bay Area.

[2] Direct costs: For expenses related to focus groups and community engagement.

[3] Funding for Task 3 is being provided by another source and is not being provided by these grant funds.

EXHIBIT B INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth below, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in this Exhibit B.

A. **Scope of Coverage.** During the term of this Agreement, **CONSULTANT** shall maintain, at no expense to **CITY**, the following insurance policies:

1. **Commercial general liability.** A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. **Automobile liability.** An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence.

3. **Professional liability.** If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

4. **Workers' compensation.** If it employs any person, **CONSULTANT** shall maintain workers' compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONSULTANT's** workers' compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. **Other Insurance Requirements.** The insurance coverage required of the **CONSULTANT** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONSULTANT's** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as

ISO form CG20 01 04 13.

3. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONSULTANT** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONSULTANT** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the Effective Date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the **CONSULTANT** under this Agreement.

9. **CONSULTANT** agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by **CONSULTANT**, provide the same minimum insurance coverage required of **CONSULTANT**, except as with respect to limits. **CONSULTANT** agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. **CONSULTANT** agrees that upon request by **CITY**, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the performance of Services will be submitted to **CITY** for review.

10. **CONSULTANT** agrees to be responsible for ensuring that no contract used by any party involved in any way with the Services reserves the right to charge **CITY** or **CONSULTANT** for the cost of additional insurance coverage required by this Agreement. Any

such provisions are to be deleted with reference to **CITY**. It is not the intent of **CITY** to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against **CITY** for payment of premiums or other amounts with respect thereto.

C. Deductibles and SIR's. Any deductibles or self-insured retentions in **CONSULTANT's** insurance policies must be declared to and approved by the **CITY** and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. Proof of Insurance. **CONSULTANT** shall provide to the **PROJECT MANAGER** all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by the **CITY**.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF SAN RAFAEL
AND
THE MULTICULTURAL CENTER OF MARIN, INC.
FOR EDUCATION AND COMMUNITY ENGAGEMENT SERVICES**

This Agreement is made and entered into as of _____ (the “Effective Date”), by and between the CITY OF SAN RAFAEL, a chartered California municipal corporation (hereinafter "**CITY**"), and THE MULTICULTURAL CENTER OF MARIN, INC. a California nonprofit public benefit corporation (hereinafter "**CONSULTANT**"). **CITY** and **CONSULTANT** may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

A. **CITY** is in receipt of a grants from the State Coastal Conservancy for \$700,000 and the Marin Community Foundation for \$62,000 to complete a sea level rise feasibility study.

B. **CITY** desires to secure professional services more fully described in this Agreement, at **Exhibit A**, entitled “SCOPE OF SERVICES” to help successfully implement a project supported by grant funds from the state Coastal Conservancy and the Marin Community Foundation; and

C. **CONSULTANT** represents that it, and its subcontractors, if any, have the professional qualifications, expertise, and necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of **CITY**; and

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. **SERVICES TO BE PROVIDED.**

Except as otherwise may be expressly specified in this Agreement, **CONSULTANT** shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by **CITY** at its sole risk and expense. Services to be provided to **CITY** are more fully described in **Exhibit A** entitled “SCOPE OF SERVICES.”

2. COMPENSATION.

In consideration for **CONSULTANT**'s complete performance of Services, **CITY** shall pay **CONSULTANT** for all materials provided and services rendered by **CONSULTANT** at the unit rates and rates per hour for labor, as set forth in Exhibit A, for a total amount not to exceed \$162,000.

CONSULTANT will bill City on a monthly or quarterly basis for Services provided by **CONSULTANT** during the preceding month or quarter, subject to verification by **CITY**. **CITY** will pay **CONSULTANT** within thirty (30) days of City's receipt of invoice.

3. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on April 30, 2025.

4. PROJECT COORDINATION.

A. **CITY'S Project Manager.** The City's Climate Adaptation and Resilience Planner is hereby designated the PROJECT MANAGER for the **CITY** and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONSULTANT'S Project Director.** **CONSULTANT** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. Douglas Mundo is hereby designated as the PROJECT DIRECTOR for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONSULTANT** shall notify the **CITY** within ten (10) business days of the substitution.

5. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONSULTANT** and any and all of **CONSULTANT's** documents and materials

prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

6. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONSULTANT** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement.

7. INSPECTION AND AUDIT.

Upon reasonable notice, **CONSULTANT** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONSULTANT** in connection with its performance of its duties under this Agreement. **CONSULTANT** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

8. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

9. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in **Exhibit B**, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in **Exhibit B**.

10. INDEMNIFICATION.

A. Except as otherwise provided in subparagraph B of this section, **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **CONSULTANT'S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT'S** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONSULTANT'S** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT'S** work or work product by the **CITY** or any of its directors, officers or

employees shall not relieve or reduce the **CONSULTANT**'s indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT'S** performance of or operations under this Agreement, **CONSULTANT** shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONSULTANT** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONSULTANT**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively **Liabilities**). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such **Liabilities** are caused in part by the negligence or willful misconduct of such **City Indemnitee**.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

12. COMPLIANCE WITH ALL LAWS.

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

13. NO THIRD PARTY BENEFICIARIES.

CITY and **CONSULTANT** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this

Agreement, to the other party.

14. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

To **CITY**'s Project Manager:

Katherine Hagemann, Climate Adaptation and Resilience Planner
1400 Fifth Avenue
San Rafael, CA 94901

To **CONSULTANT**'s Project Director:

Douglas Mundo, Executive Director
709 Fifth Avenue
San Rafael, CA 94901

15. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONSULTANT** and **CITY** expressly intend and agree that the status of **CONSULTANT**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

16. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONSULTANT** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONSULTANT** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

17. SET-OFF AGAINST DEBTS.

CONSULTANT agrees that **CITY** may deduct from any payment due to **CONSULTANT** under this Agreement, any monies which **CONSULTANT** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

18. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

19. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

20. CITY BUSINESS LICENSE / OTHER TAXES.

CONSULTANT shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code, and **CONSULTANT** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONSULTANT** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

21. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

22. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

23. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed by electronic signature and in any number of counterparts,

each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

[Signatures are on the following page.]

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

CITY OF SAN RAFAEL:

CONSULTANT:

JIM SCHUTZ, City Manager

By: _____

Name: Douglas Mundo

APPROVED AS TO FORM:
Office of the City Attorney

Title: Executive Director

By: GENEVIEVE COYLE,
Assistant City Attorney

[If CONSULTANT is a corporation, add
signature of second corporate officer]

By: _____

ATTEST:
City Clerk

Name: _____

Title: _____

LINDSAY LARA, City Clerk

EXHIBIT A SCOPE OF SERVICES

The Services to be performed for **CITY** by **CONSULTANT** under this Agreement are more fully described in **CONSULTANT**'s proposal, which is attached to this Exhibit A.

I. PROJECT DESCRIPTION

The purpose of this Project is to conduct a community-informed technical feasibility study of sea level rise adaptation options along the greater Canal District shoreline of San Rafael ("Project Study Area"). It will include robust engagement in our priority equity community census tracts ("Primary Engagement Area") to ensure that underrepresented community members have a voice and that inclusive decision-making guides the process. The City of San Rafael will work with the County of Marin and community-based organization (CBO) project partners Canal Alliance and Multicultural Center of Marin ("Project Team") to build capacity of the two community-based organizations by hiring one staff person per organization to help lead the project and develop culturally relevant community engagement methods for these census tracts, which have been identified as most vulnerable by the Bay Conservation and Development Commission's 2020 Regional Sea Level Rise Vulnerability and Adaptation Study.

Geographically, the Project Study Area is the entire shoreline area within the boundaries of City of San Rafael and can be loosely framed by downtown on the west, the Richmond-San Rafael Bridge to the east, and McNears Beach to the north. The Project Study Area includes both sides of the San Rafael Canal.

The Project Team will conduct a technical feasibility study that considers nature-based, hybrid, and hard infrastructure sea level rise adaptation measures within the Project Study Area. These will include but not be limited to consideration of the full range of nature-based solutions such as ecotone levees and subtidal habitat restoration, green-grey riprap, and traditional engineered solutions such as sea walls and a tide gate at the mouth of the Canal. Through the technical feasibility study and collaborative community planning process, a minimum of at least one project will be identified for further development and implementation.

Additionally, the Project Team will produce community-developed policy language for the City's multi-hazard climate adaptation plan (currently in development, anticipated completion in spring 2025), and potentially other plans and guiding documents such as a proposed neighborhood specific plan, housing plan or strategy, and other General Plan-related documents.

The Project will prototype and model a collaborative planning process that elevates the community's role in decision-making to be used in future resilience and adaptation planning work and other critical local policy decisions. Providing funding for staff at two community-based organizations will build capacity at each to engage fully in the project and advocate on behalf of their constituents. An effectiveness evaluation will summarize the process and guide future engagement efforts for the City and County.

II. MCM'S TASKS, DELIVERABLES, and TIMELINES

SCOPE OF WORK

Task 1 Project Management

The Consultant will coordinate with the City to keep them informed about the status of the Project. The Consultant will manage their budget and schedule, submitting requests for reimbursement, and other project management activities. In the progress reports, the Consultant shall document all activities, deliverables completed, progress, issues, and proposed resolutions.

Subtask 1.2 Project Team Management

The Consultant is part of a collaborative Project Team that includes the City, Canal Alliance, and the County of Marin. While all team members have long supported work in the community, working together on this effort will require coordination as we establish stronger networks and trust with each other and the community. The Project Team will meet regularly to coordinate on the project strategy, review documents, prepare for meetings, and initiate and respond to communications with the public and other partners.

Task 1 Deliverables: progress reports, invoices, and documentation

Task 2 Community-Informed Technical Feasibility Study

The Consultant will support and advise the City on a community-informed technical feasibility study to evaluate nature-based, hybrid and hard infrastructure options that can increase community resilience to sea level rise and flooding in the Project Study Area. The options will reflect community priorities and technical feasibility, with at least one project option identified along with specific recommendations for further project development and implementation (i.e., considerations for landowner approval, project lead for CEQA and permitting, etc.).

Task 3 Staff and Partner Training

The Project Team will organize, attend, and lead trainings to promote competencies in the foundational areas of this project: sea level rise (including causes and impacts, Adaptation Pathways, and nature-based solutions), equitable community engagement, and cultural competency.

Subtask 3.1 Sea Level Rise Training

The Consultant will work with the Project Team to develop and attend a series of (6) trainings on the causes and implications of sea level rise, flooding, time scales, compounding effects, and the Adaptation Pathways approach to planning for sea level rise impacts.

Subtask 3.2 Equitable Community Engagement Training

A minimum of (3) trainings specific to inclusive and equitable community engagement will be organized and conducted by the Consultant. The Consultant has experience in this realm and will build upon their past efforts to formalize curriculum and training materials. Trainings will be attended by all staff on the Project Team as well as from other relevant stakeholders.

Subtask 3.3 Cultural Competency Training

A minimum of (3) Cultural Competency Trainings specific to the residents of the Canal will be organized and conducted by the Consultant. The Consultant has experience in this area and will build upon prior efforts with a particular focus on the Project. Language, culture, norms, perceptions, and empathy training will be included, with a focus on the immigrant experience of people from Latin America, Vietnam, and other countries living in San Rafael. These will include information on the variety of affinity groups, resources, programs, and service providers currently engaged with residents. Trainings will be primarily focused on City and County staff and open to other government agencies and stakeholders.

Task 3 Deliverables: copies of training materials; cultural competency protocols; list of staff and project partners trained

Task 4 Community Engagement

The Project Team will develop an engagement strategy and refine the timeline and schedule, conduct stakeholder mapping, identify key community partners, identify community resources for meeting facilitation and support, design materials, develop creative means of communication and documentation of the project, conduct workshops and trainings, develop a community Steering Committee, and develop questions and content for focus groups, surveys, and other community events and groups. This work will all be informed by the lessons from trainings in Tasks 3.1, 3.2 and 3.3. The Project Team will develop culturally appropriate and understandable materials for ongoing feedback and input into the study.

Subtask 4.1 Community Development

Canal Alliance and Multicultural Center of Marin serve the Canal community through a range of services and expertise. They are trusted organizations in the community and understand that sea level rise threats require engaged community decision-making. The experience during the pandemic continually demonstrated how much extra time and effort it took to get key messages into the community. No one outreach source is adequate. Residents come from many different backgrounds and cultures and speak several languages. Of critical importance to issues of land use and planning is the ability to have time, access, and knowledge of complex issues. It is essential for governments and CBOs to spend adequate time meeting people where they are, understanding the needs, values, and cultural milieu of the various subpopulations in a community, and creating materials and processes that work for them. The two CBO partners in this grant application are clear that although they serve this community directly, they do not represent the community per se and that something as significant as adaptation planning will require developing community ambassadors and a capacity within the community to be part of the decision-making.

To accommodate this critical need, the Consultant will hire one new part-time staff to build subject-matter expertise on sea level rise and engage with the community. The new staff members will work collaboratively with the Project Team for the feasibility study to conduct robust community engagement for the project.

The Consultant will work with the Project Team to conduct stakeholder mapping to identify

community champions, influencers, resources, affinity groups, and others that should be engaged at different levels throughout the Project. This will include the wide range of demographics represented in the area with a specific focus on the two primary equity census tracts conducted in three languages. It will include representation from the broader study area, as well as other relevant agencies and stakeholders, such as utilities and state and federal agencies.

The Consultant will work with the Project Team and will refer to the stakeholder mapping and schedule interviews with key stakeholders to refine outreach strategies for the Project. Outreach strategies may include printed visuals (flyers, maps, etc.), electronic media, video content, block parties, volunteer ambassadors, school programming and classroom materials, and participation in existing community events. A particular focus will be on creative ways to engage people in multifamily housing since most of the residents in the Engagement Area are tenants and many are subletters.

Presentations, participation at existing community events, and community block parties will be conducted to get input on the project at different stages and to identify the best methods of engagement as the project unfolds. Community outreach will be carried out collaboratively between the Consultant and Canal Alliance, with City and County support, while in others there will be a clear delineation based on constituencies and core competencies. For example, Canal Alliance will lead engagement in multifamily housing and schools, while the Consultant will lead the video, radio, and other digital media development.

4.1 Deliverables: stakeholder mapping; copies of outreach materials from community events (minimum 4) and large-scale engagements like block parties (minimum 2), including translated materials; documentation of creative communications (such as links to social media account postings, photos and video recordings, project website link, list of trained volunteers, or other engagement products)

Subtask 4.2 Focus Groups

The Consultant will conduct and support a minimum of (6) focus groups consisting of stakeholders from the underrepresented census tracts in the Engagement Area will be conducted throughout the Project. Focus Groups will elevate people's concerns and thoughts regarding community resilience and methods of engagement to help guide the sea level rise planning process. The Consultant will lead the initial three (3) focus groups identifying community values, inclinations, and educational needs on key project topics. Later focus groups on the draft feasibility study and housing security in relationship with climate adaptation will be led by Canal Alliance. Focus group participants will be carefully chosen to ensure representation from residents that might not otherwise be easily engaged as identified through the stakeholder mapping process.

4.2 Deliverables: focus group attendance rosters; report on findings covering a minimum of (6) Focus Group sessions.

Subtask 4.3 Steering Committee

The Consultant will take the lead and work with the other Project Team partners to organize and coordinate a community Steering Committee for the Project that includes representation from the greater Project Study Area. The Steering Committee will provide ongoing oversight for the Project.

They will learn about sea level rise and flood impacts and solutions, guide the project, and guide the inclusion of community feedback into the feasibility study. They will receive reports and presentations from the feasibility consultant and provide input. Training will be provided to Steering Committee members throughout the process. The Steering Committee will meet monthly during the early stages of the engagement to review consultant candidates and inform the scope of work for the feasibility study, then will meet every other month for the duration of the project. The Consultant will provide committee members stipends as needed to participate and will be expected to contribute 8-10 hours per month to the project including attending regular meetings and some community engagements as well as reviewing materials and providing comments. The funds for the stipends will be aligned with the Consultant's standard practices and these costs are included in this proposal.

4.3 Deliverables: Steering Committee membership roster; meeting agendas, attendance logs, and meeting notes.

Subtask 4.4 Community Workshops

Throughout the process the Consultant will work with the Project Team to conduct at least 8 larger community workshops in multiple languages to engage the community in the process of the feasibility study. The Project Team will decide on and design content to provide participants with meaningful opportunities to contribute and provide feedback. Earlier workshops will be used to help refine the focus of the project, while later workshops will be geared toward identifying recommendations and priorities for future implementation. These workshops will be done collaboratively by the full Project Team.

4.4 Deliverables: draft and final copies of workshop presentation materials

Subtask 4.5 Technical Advisory Committee

The Consultant will sit on the Technical Advisory Committee (TAC) meetings and provide support and feedback as necessary. The TAC will include experts in topics such as sea level rise adaptation planning, nature-based shoreline project implementation, and estuarine ecology. The TAC will inform the scope of work for the feasibility study, be engaged in the selection of the technical consultant team and provide review and feedback on technical analyses and interim technical deliverables at key junctures throughout the Feasibility Study process.

4.5 Deliverables: The consultant's attendance logs, and meeting notes

Task 5 Local Plan Integration

The Consultant will support the Project Team to develop and codify relevant outcomes and policy language to be included in the City's climate adaptation plan (being developed concurrently by the City of San Rafael), including but not limited to selected sea level rise scenarios and project or projects identified for further development. In addition, recommendations, priorities, and other outcomes will be assessed to identify inclusion in other City plans, strategies, and programs such as the Local Hazard Mitigation Plan (LHMP), Housing Element, or Safety Element of the City's General Plan.

Subtask 5.1 Present to City and County Leadership

Project Team will prepare and conduct presentations to the San Rafael City Council, Planning Commission, and other relevant bodies. This will include prepping the Steering Committee and working with the feasibility study consultant to prepare materials, catalogue feedback and integrate comments.

Subtask 5.2 Develop Policy Recommendations

The Project Team will work with the Steering Committee and consultant to develop final policy recommendations and integrate them into City policies, programs, plans, and implementation activities. Potential documentation may include the Citywide climate adaptation plan, General Plan, Local Hazard Mitigation Plan, Capital Improvement Program, or a neighborhood plan, among others.

Task 5 Deliverables: draft and/or adopted policy language and documents; links to presentation recordings

Task 6 Effectiveness Evaluation

The Consultant will catalogue the project's engagement activities, delivery of technical information to stakeholders, and project outcomes to conduct an evaluation that can inform the City and County for ongoing community-driven planning. The evaluation will be a continuous part of the process to improve and inform engagement strategies as the Project unfolds. It will also be summarized at the end of the Project in the form of a report to inform further planning and implementation efforts and will document the most and least effective techniques, trainings, and engagements, changes in the strategy based on learnings, and recommendations for improvement. Qualitative and quantitative evaluations will occur to determine which engagements provided the most feedback as well as where and when feedback carried forward into meaningful adjustments to the feasibility study and outcomes. The evaluation will include internal as well as external feedback through interviews with key stakeholders. It will also provide an analysis of the capacity building function of the Project and lessons learned for ongoing capacity building in the community and with the two CBOs.

Task 6 Deliverable: Effectiveness evaluation report

II. MCM’s BUDGET based on TASKS

Multicultural Center of Marin - Project Budget for the City of San Rafael
Community Engagement; Contract Period December 2022 - March 2025

Staff time [1]	
Task 1: Project Management	\$34,800
Task 2: Technical Feasibility Study	\$7,500
Task 3. Staff and Partner Trainings	\$18,700
Task 4. Community Engagement	\$58,900
Task 5. Reporting and Local and Regional Plan Integration	\$8,500
Task 6. Effectiveness Evaluation and Analysis	\$5,200
<i>Staff Total</i>	<i>\$133,600</i>
Direct Costs [2]	\$28,400
<i>Project Total</i>	<i>\$162,000</i>

[1] Staff costs billed at a rate per hour of \$80 for the Executive Director, \$80 for Director of Policy, \$80 for Director of Marketing, \$49 for the Community Resilience Manager, and \$51.75 for the Policy Analyst. These staff costs can be adjusted to reflect an annual cost of living adjustment not to exceed the consumer price index. The CPI increase would be calculated using the Bureau of Labor Statistics’ annual CPI estimates for the Bay Area.

[2] Direct costs: for expenses related to community workshops, steering committee meetings, focus groups, and large community events.

EXHIBIT B INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth below, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in this Exhibit B.

A. **Scope of Coverage.** During the term of this Agreement, **CONSULTANT** shall maintain, at no expense to **CITY**, the following insurance policies:

1. **Commercial general liability.** A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. **Automobile liability.** An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence.

3. **Professional liability.** If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

4. **Workers' compensation.** If it employs any person, **CONSULTANT** shall maintain workers' compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONSULTANT's** workers' compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. **Other Insurance Requirements.** The insurance coverage required of the **CONSULTANT** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONSULTANT's** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as

ISO form CG20 01 04 13.

3. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONSULTANT** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONSULTANT** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the Effective Date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the **CONSULTANT** under this Agreement.

9. **CONSULTANT** agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by **CONSULTANT**, provide the same minimum insurance coverage required of **CONSULTANT**, except as with respect to limits. **CONSULTANT** agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. **CONSULTANT** agrees that upon request by **CITY**, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the performance of Services will be submitted to **CITY** for review.

10. **CONSULTANT** agrees to be responsible for ensuring that no contract used by any party involved in any way with the Services reserves the right to charge **CITY** or **CONSULTANT** for the cost of additional insurance coverage required by this Agreement. Any

such provisions are to be deleted with reference to **CITY**. It is not the intent of **CITY** to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against **CITY** for payment of premiums or other amounts with respect thereto.

C. Deductibles and SIR's. Any deductibles or self-insured retentions in **CONSULTANT's** insurance policies must be declared to and approved by the **CITY** and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. Proof of Insurance. **CONSULTANT** shall provide to the **PROJECT MANAGER** all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by the **CITY**.