



LIVE OAK CITY COUNCIL

SPECIAL MEETING AGENDA DECEMBER 22, 2023

1:00 PM

MEETING LOCATION
LIVE OAK COUNCIL CHAMBERS
9955 LIVE OAK BOULEVARD
LIVE OAK, CALIFORNIA 95953

MEMBERS OF THE COUNCIL

ASHLEY HERNANDEZ, MAYOR
NANCY SANTANA, VICE MAYOR
JERAMY CHAPDELAINE, COUNCILMEMBER
LAKHVIR GHAG, COUNCILMEMBER
BOB WOTEN, COUNCILMEMBER

AARON PALMER,
CITY MANAGER

NICOLE ROSSER,
CITY ATTORNEY

NOTICE OF SPECIAL MEETING

Pursuant to Government Code Section 54956, the Live Oak City Council hereby calls a Special Meeting as follows:

Friday, December 22, 2023, at 1:00 pm
Live Oak Council Chambers
9955 Live Oak Boulevard, Live Oak, California

The Council may take up any agenda item at any time, regardless of the order listed. Action may be taken on any item on this agenda. Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection at City Hall, 9955 Live Oak Boulevard, Live Oak, during normal business hours. Such documents are also available on the City of Live Oak's website at www.liveoakcity.org, subject to staff's availability to post the documents before the meeting.

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the City Clerk's office at (530) 695-2112 x107. Requests must be made at least 24 hours in advance.

• **Remote Viewing:**

- *Members of the public can view a livestream of the meeting online at https://liveoakca.granicus.com/ViewPublisher.php?view_id=1.*
- *Members of the public can access the Zoom webinar as follows:*
 - **Join by Electronic Device:**
<https://us02web.zoom.us/j/82139563406>
 - **Join by Phone:**
1-669-900-6833 or 1-833-548-0282 (Toll Free)
Webinar ID: 821 3956 3406

- **Public Comment:** Members of the public can submit general public comments, as well as comment on specific agenda items in the following ways:
 - **Public Attendance:** Members of the public who attend in person may make comments from the Council Chamber podium.
 - **Live Remote Public Comment:** Members of the public can submit a live remote public comment by:
 - Joining the virtual Council meeting via the link below. When public comment is opened, raise your virtual hand and be called upon to speak for up to 3 minutes.

<https://us02web.zoom.us/j/82139563406>
 - Joining the virtual Council meeting by calling the phone number below. When public comment is opened, dial *9 to raise your hand and be called upon to speak for up to 3 minutes.

 1-669-900-6833 or 1-833-548-0282 (Toll Free)
Webinar ID: 821 3956 3406
 - **Email Public Comment:** Comments from the public on agenda items will be accepted until 1:00 pm on the date of the meeting, via email to the City Clerk at cmenchaca@liveoakcity.org. Comments will be distributed to Council prior to the meeting and attached to the minutes. Please note that emailed comments will NOT be read aloud by staff during the meeting.
 - **eComment Feature:** Comments from the public on agenda items will be accepted until 1:00 pm on the date of the meeting, via the eComment feature at https://liveoakca.granicus.com/ViewPublisher.php?view_id=1. Comments will be distributed to Council prior to the meeting and attached to the minutes. Please note that eComments will NOT be read aloud by staff during the meeting.
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CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION

PUBLIC COMMENT

Any person wishing to address the City Council on general jurisdictional matters may do so at this time. The City Council adopted a time limit of three minutes per person. The Brown Act does not allow for Council discussion of items not on the agenda. Councilmembers may only a) refer the matter to staff; b) ask for additional information; c) request a report back; or d) provide a limited factual response for items not listed on the agenda.

BUSINESS ITEMS

1. Proposed Sutter County Fire Contract for City Fire Services
Recommendation: Discuss and approve the proposed Sutter County Fire Contract for Fire Services.
(Aaron Palmer, City Manager)

ADJOURNMENT



City of Live Oak Report to City Council

Meeting Date:	December 22, 2023
Title:	Proposed Sutter County Fire Contract for City Fire Services
Contact Information:	Aaron Palmer, City Manager
Location:	City Wide
Background:	The City has contracted with Sutter County for fire services for many years. The current contract, that expired June 30, 2022, has the cost split between the City and the County. The City pays for eighty percent (80.0%) of operational costs and Sutter County pays for twenty percent (20.0%) of operational costs. With regards to the pay of the Battalion Chief, the City pays one-third of the salary and benefits, while Sutter County pays for two-thirds of the Battalion Chief's salary and benefits.
Analysis:	The proposed agreement is for five (5) years, expiring December 31, 2029. The following are the two proposed increases. 1) The County is proposing that the cost share be changed from 80% City 20% County to 85% City and 15% County based on call volume. 2) The County is requesting that the City pay 100% of the salary and benefits costs for 1 Battalion Chief. Year 1 of the contract the City will pay 75% and years 2-5 the City will pay 100% of the Battalion Chief's salary and benefits.
Fiscal Impacts:	The proposed 5% increase will cost approximately \$40,000. The current City share for the Battalion Chief costs is \$85,404.46. Proposed cost for Year 1 of contract is \$192,179.25 (an increase of \$106,774.79). Year 2 of the contract, proposed Battalion Chief cost will be \$256,239 (an increase from Year 1 of \$64,059.75). The total increase proposed for Year 1 is \$146,774.79. This increase will come from fund balance. The transfer will happen during the mid-year budget process in February.
Recommendation:	Discuss and approve the proposed Sutter County Fire Contract for Fire Services.
Attachments:	

SERVICE AGREEMENT

AN AGREEMENT, made and entered into this January 1, 2024, by and between SUTTER COUNTY (hereinafter referred to as COUNTY) and the CITY OF LIVE OAK (hereinafter referred to as CITY), CITY and COUNTY may be referred to individually as Party or collectively as Parties:

WITNESSETH:

WHEREAS, the CITY historically has purchased fire protection and related services from COUNTY by contract; and

WHEREAS, the CITY has determined that the most efficient and effective manner of obtaining fire protection and related services is to continue contracting with COUNTY for services from Sutter County Fire Department , hereinafter referred to as Sutter County Fire, for fire protection, first responder emergency medical and hazardous materials response services pursuant to the provisions of Article 1, Chapter I., Part 2, Division 1, Title 5 of the Government Code of the State of California; and

WHEREAS, it is the desire of the parties here to resolve by this Agreement certain matters which are incidental and related to such contract;

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

SECTION I. TERM OF AGREEMENT

This Agreement shall be operative as of January 1, 2024, and remain in effect without termination through December 31, 2029, or until terminated according to SECTION XI of this agreement.

SECTION II. SERVICES

(a) The base service level provided by Sutter County Fire to the CITY shall be as outlined in Exhibit A to this agreement.

(b) The CITY shall cooperate with Sutter County Fire in requiring that the CITY water department provide adequate water for fire protection purposes within the CITY and without cost to COUNTY.

(c) Sutter County Fire shall annually inspect all fire hydrants within the CITY to ensure that said hydrants are mechanically operable and capable of delivering sufficient water. Sutter County Fire shall notify the CITY water departments, in writing of, any maintenance requirements as soon as possible after such inspections and at any other time Sutter County Fire becomes aware of maintenance or repair requirements. Sutter County Fire shall maintain liaison with the CITY water department for water needs during emergencies.

SECTION III. PAYMENT FOR SERVICES

(a) COUNTY shall bear all operational costs associated with providing the services described in Section II, and the CITY shall make payment to COUNTY for the services rendered pursuant to this Agreement as described in this section. Operational costs are outlined in Exhibit B to this agreement.

(b) CITY shall reimburse COUNTY quarterly for the percentage share of the operational cost of the Live Oak Fire Station during the previous quarter, less any off-setting revenue received. Off-setting revenues are outlined in EXHIBIT C to this agreement. At no time shall CITY reimbursement exceed 85% of operational costs plus the administrative fee in paragraph (c) of this section.

(c) CITY will pay an administrative fee equal to 10% of Live Oak's share of operational expense. At no time will the administrative fee be calculated on an amount greater than 85% of total operational cost.

(d) Sutter County Fire agrees to provide on demand all source data supporting calculations determining cost sharing and respond promptly to all CITY requests for clarifications and/or adjustments.

SECTION IV. EQUIPMENT

(a) All new rolling stock based at the Live Oak Fire Station will be purchased and owned by the City of Live Oak. All new rolling stock will be painted differently than Sutter County Fire vehicles. Sutter County Fire will consult with CITY annually on CITY plan for acquisition of rolling stock.

(b) Operation costs as outlined in Exhibit B to this agreement will include maintenance to all existing and new rolling stock located at the Live Oak Station.

(c) Rolling stock purchased by the City of Live Oak shall not be used outside of the Live Oak Station service area unless Sutter County Fire has no other way of meeting a mutual aid commitment. If equipment owned by CITY is used outside of the Live Oak Station service area,

COUNTY will advise CITY within 24 hours. Any reimbursement for use of CITY equipment will be off-setting revenue as discussed in Paragraph III(b).

(d) All other equipment required for operation of the Live Oak Station will be purchased and owned by the City of Live Oak. Sutter County Fire and CITY will create an equipment acquisition and replacement plan prior to each year of the contract. Sutter County Fire and CITY will maintain an inventory list of all equipment owned by CITY.

SECTION V. FIRE STATION

Sutter County Fire will maintain 2.0 staffing (minimum Sutter County Fire classification of Engineer) at the existing station located at 2745 Fir Street on a 24-hour basis to provide the services described in SECTION II. CITY grants COUNTY a revocable license for Sutter County Fire's use of the existing station located at 2745 Fir Street as evidenced by EXHIBIT D.

SECTION VI. EMPLOYEE STATUS

Persons employed by Sutter County Fire in the performance of services and functions pursuant to this Agreement shall have no claim to pension, civil service, or other employee rights granted by CITY to its officers and employees. CITY shall assume no liability for the payment of salary, wages, or other compensation to officers, agents, or employees of Sutter County Fire performing services herein for CITY or any liability other than that provided in this Agreement. CITY shall not be liable for compensation or indemnity to officers or employees of Sutter County Fire for injury or sickness arising out of performance of this Agreement. COUNTY shall indemnify and hold harmless the CITY for any Sutter County Fire employee-related claim arising out of the performance of this Agreement.

SECTION VII. COOPERATION

To facilitate performance under this Agreement, Sutter County Fire shall have full cooperation and assistance from CITY, its officers, agents and employees. Sutter County Fire commits to participation in weekly CITY Department Head meetings, Technical Assistance Committee (TAC) meetings or other meetings as may be necessary to perform the services outlined in this agreement.

SECTION VIII. INSURANCE

Sutter County Fire, through Sutter County, shall maintain a program of self-insurance for General Liability, and Automobile Liability as follows:

1. CITY acknowledges COUNTY is self-insured for General Liability, and Automobile Liability and participates in a Joint Powers Agreement with other California Counties for the pooling of excess coverage above Sutter County's self-insured retention for reach of these lines of coverage.
2. During the term of this Agreement, COUNTY shall maintain these programs of self-insurance with minimum limits of \$2,000,000 per each line of coverage and shall provide for the issuance of a certificate of coverage naming CITY, its officers, officials, employees and volunteers as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the City; or automobiles owned, leased, hired, or borrowed by COUNTY.
3. Except as described in Section 4, below, for any claims related to the Agreement, COUNTY's insurance coverage shall be primary insurance as respects CITY, its officers, officials and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees or volunteers shall be excess of COUNTY's insurance and shall not contribute with it.
4. City shall insure all property owned by City including Fire Station, rolling stock, and equipment and shall be primary insurance for all property related claims.
5. COUNTY hereby agrees to waive subrogation which any insurer of COUNTY may acquire from vendor by virtue of the payment of any loss. COUNTY agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.
6. In the event COUNTY discontinues these programs of self-insurance, COUNTY shall comply with the CITY insurance requirements as defined in the document titled "INSURANCE REQUIREMENTS FOR CONTRACTORS" contained in Exhibit E incorporated herein by reference.
7. COUNTY shall provide the following casualty insurance:
 - a. Fire/Theft Insurance on contents of the Fire Station.
 - b. All risk miscellaneous equipment policy.
 - c. Collision/Comprehensive Insurance on all vehicles consistent with COUNTY practice.

COUNTY shall name CITY as a Loss Payee as its interests may appear with respect to the required property insurance and provide a certificate of coverage and endorsement evidencing such coverage.

SECTION IX. INDEMNIFICATION

Each party shall defend, indemnify and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees , or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees, and only to the extent authorized by applicable law.

SECTION X. AMENDMENTS

Modifications or amendments to any section of this Agreement shall be in writing and executed by both parties.

SECTION XI. TERMINATION

Either party to this Agreement may terminate the same upon written notice of the other party 12 (twelve) months prior to the date of termination.

SECTION XII. RESOLUTION OF SERVICE PROVISION CONCERNS

Any disputes, questions, or problems arising out of the provision of the services described in Section II of this Agreement shall first be referred to the Sutter County Fire Battalion Chief assigned to the Live Oak station. Disputes which cannot be resolved at that level shall first be referred to the Sutter County Fire Chief, Sutter County Community Services Director or County Administrator, then, if necessary, to the Board of Supervisors, prior to commencement of legal action.

SECTION XIII. ENTIRE AGREEMENT

This Agreement, all exhibits hereto, and all other terms or provisions incorporated herein by reference constitute the entire Agreement and understanding between COUNTY and the CITY as to the subject matter hereof.

SECTION XIV. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

IN WITNESS WHEREOF, the CITY by resolution adopted by its City Council has caused this Agreement to be executed by its Mayor and attested by its Clerk; pursuant to a motion duly made, seconded and passed by a majority vote of the Board of Supervisors, the Chairman was directed to execute this Agreement and be attested by its Clerk all on the day and year first written above.

COUNTY OF SUTTER

CITY OF LIVE OAK

By: _____
Karm Bains, Chairman
Board of Supervisors

By: _____
Ashley Hernandez, Mayor
City Council

APPROVED AS TO FORM:
County Counsel

APPROVED AS TO FORM:
City Attorney

By:

By:

ATTEST:
Donna M. Johnston, Clerk

ATTEST:
Clarissa Menchaca, Clerk

By: _____
Deputy

By: _____
Deputy

Exhibit A

Level of Service Standards

1. Provide 24-hour, 2.0 level coverage from within the City utilizing on-duty firefighters, supported by volunteers and station move-up from other locations as needed.
2. Provide the Insurance Service Office (ISO) recognized Basic Fire Flow pumping capability of 2,250 gallons per minute (GPM) within the City.
3. Provide first responder EMS at the EMT 1-D level.
4. Provide an Urban Search and Research Type 2 company within the City.
5. Provide full vehicular collision extrication capability within the City.
6. Provide the immediate response capability for a Haz Mat Level 1 incident within the City with full Level 1 response from other areas as needed.
7. Inspect, test and flow all fire hydrants once per year to ISO standards.
8. Inspect all commercial buildings within the City once per year, including home occupation business licenses and lite safety inspections.
9. Provide related plan review of all subdivisions and commercial structures proposed within the City.
10. Provide cause and origin determination for fires.
11. Provide a qualified Sutter County Fire staff representative for assignment to the City's EOC.
12. Provide public education.
13. Advise the City as to the timely and appropriate adoption of Fire Code Updates.
14. All other services as would be provided by any Sutter County Fire station.

Exhibit B
Operational Cost Subject to Reimbursement

Labor:

1. Battalion Chief:
 - a. Year 1 (January 1, 2024 through December 31, 2024) 75% of the total cost of a Sutter County Fire Battalion Chief.
 - b. Year 2 (January 1, 2025 through December 31, 2028) 100% of the total cost of a Sutter County Fire Battalion Chief.
2. Total Cost of Fire Captain and Fire Engineer assigned to Live Oak Station
3. Overtime Costs required to maintain 2.0 staffing at all times (minimum engineer classification)

Facility:

1. Major repairs to facility (repairs \$500 or more per incident).

Utilities:

1. Services and Supplies Equipment Maintenance
2. Maintenance to the following rolling stock:
 - a. Type 1 (structural) Engine: Engine 5
 - b. Type 3 (wildland) Engine: Brush 5
 - c. Water Tender: Water Tender 5
 - d. Utility Vehicle: Utility 5

NOTE: Any replacement of the above equipment will be evidenced in writing by both COUNTY and CITY.

Exemptions to Reimbursement:

1. Back overtime past 1 year
2. Any cost subject to indemnification

Exhibit C
Off-Setting Revenues

CITY will receive credit against any amounts owed for any of the following:

1. Property Tax or assessments to CSA F from parcels located within CITY
2. Any fees collected for services provided in CITY by Sutter County Fire personnel
3. Any grant money secured by CITY or COUNTY offsetting the operational cost of the Live Oak station
4. Any reimbursement received by COUNTY for use of city-owned equipment outside of the Live Oak Station service area
5. Any reimbursement from state or federal agencies for overtime directly impacting staffing of Live Oak Station

Exhibit D

Revocable License for use of Fire Station at 2745 Fir Street

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made by and between THE CITY OF LIVE OAK, a City and Municipal Corporation, in the County of Sutter, State of California (hereinafter THE CITY) and THE COUNTY OF SUTTER (LICENSEE).

RECITALS

- A. THE CITY and LICENSEE have entered into an agreement whereby LICENSEE will provide fire protection and related services to THE CITY pursuant to a Service Agreement dated January 1, 2024 (THE SERVICE AGREEMENT).
- B. As part of THE SERVICE AGREEMENT, LICENSEE will operate from a City- owned fire station located at 2745 Fir Street, Live Oak, California (THE PREMISES).
- C. Part of THE SERVICE AGREEMENT provides for THE CITY to grant LICENSEE a revocable license for use of THE PREMISES.

IN WITNESS WHEREOF, the parties agree as follows:

SECTION 1 Incorporation of Recitals:

The foregoing recitals are not merely recitals but are contractual in nature and are incorporated into this Agreement.

SECTION 2 Purpose:

THE CITY grants to LICENSEE a personal, revocable, and non-assignable privilege for the purpose of carrying out THE SERVICE AGREEMENT at THE PREMISES, upon the following terms and conditions:

1. LICENSEE shall have access to and use of THE PREMISES for the purpose of carrying out THE SERVICE AGREEMENT. THE CITY may also use THE PREMISES for other activities upon reasonable notice to LICENSEE provided that such activities shall not interfere with LICENSEE's use and occupation of THE PREMISES and shall not interfere with LICENSEE's performance of THE SERVICE AGREEMENT.
2. LICENSEE shall be responsible for and required to maintain and repair THE PREMISES and keep them in good order and condition subject to such reimbursement as may be specified in THE SERVICE AGREEMENT.

3. LICENSEE shall not have authority to permit or grant permission to any other person, group, or entity for use of THE PREMISES.

SECTION 3 No Payment:

The privilege granted by this Agreement is without any consideration and is given for the purpose of allowing LICENSEE the ability to perform THE SERVICE AGREEMENT. This agreement shall automatically terminate at any time that THE SERVICE AGREEMENT terminates absent further agreement of the parties.

SECTION 4 Term of Agreement:

THIS AGREEMENT shall be effective on January 1, 2024 and shall terminate December 31, 2029, however, as specified above, this Agreement is subject to early termination in the event THE SERVICE AGREEMENT terminates prior to December 31, 2029.

SECTION 5 Insurance and Indemnification:

This Agreement is subject to the indemnification and insurance provisions as set forth in THE SERVICE AGREEMENT. LICENSEE shall maintain the self-insurance/insurance and indemnify THE CITY with respect to the use of the PREMISES as specified in THE SERVICE AGREEMENT.

SECTION 6 No Structures to be Erected

LICENSEE agrees not to erect or permit to be erected on THE PROPERTY any buildings or structures, whether permanent or temporary (aside from those which already exist as of the date of execution of this Agreement) without prior written consent from THE CITY.

SECTION 7 Limitation to the Purposes Described:

THE PROPERTY may be occupied and used by LICENSEE solely for the purposes stated above.

SECTION 8 All Prior Agreements Terminated:

From and after the execution of the parties of this Agreement, any prior agreements concerning THE PROPERTY between the parties are terminated. From and after the date this Agreement is signed by both parties, this Agreement shall control LICENSEE's rights and obligations concerning THE PROPERTY.

THIS AGREEMENT constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party, except to the extent incorporated into this Agreement.

SECTION 9 Modification of this Agreement:

Any modification of this Agreement or additional obligation assumed by other parties in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.

SECTION 10 Notices

Any Notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by Certified Mail, or by personal delivery, as set forth below:

TO THE CITY:

CITY OF LIVE OAK

Attn: Aaron Palmer, City Manager

9955 Live Oak Blvd.

Live Oak, CA 95953

TO THE LICENSEE:

COUNTY OF SUTTER

Attn: Steven M. Smith, County Administrator

1160 Civic Center Blvd. Suite A

Yuba City, CA 95991

SECTION 11 Assignment of Rights:

The rights of LICENSEE under this Agreement are personal to LICENSEE and may not be assigned or transferred to any other firm, person, corporation or other entity.

SECTION 12 Governing Law:

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California.

Signatures on following page.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below:

COUNTY OF SUTTER

CITY OF LIVE OAK

By: _____
_____, Chairman

By: _____
_____, Mayor

Board of Supervisors

City Council

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

County Counsel

By:

By:

ATTEST:

Donna M. Johnston, Clerk

ATTEST:

Clarissa Menchaca, Clerk

By: _____
Deputy

By: _____
Deputy

Exhibit E

Insurance Requirements

Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees. Consultant shall maintain limits no less than:

1. Commercial General Liability, Including: Premises and Operations Contractual Liability
Personal Injury Liability Independent Contractors Bodily Injury, Property Damage
2. Automobile Liability: Owned, Non-Owned, and Hired Autos
3. Workers' Compensation:
4. Employer's Liability:
\$2,000,000 per occurrence and
\$2,000,000 general aggregate
\$2,000,000 per accident for bodily injury and property damage
As required by the State of California
\$2,000,000 per accident for bodily injury or disease
5. Professional Liability: \$2,000,000 per claim and annual aggregate

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the City.

If General Liability and Professional Liability coverages are written on a claims-made form:

1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Waiver of Subrogation

Consultant hereby agrees to waive subrogation which any insurer of consultant may acquire from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the consultant, its employees, agents and subcontractors.