

City of Santa Barbara Request for Proposals for Downtown Strategic Plan

SCOPE OF WORK

The City of Santa Barbara is requesting proposals from qualified firms to develop a strategic plan and specific recommendations to revitalize the downtown area. The strategic plan should position the downtown area to continue serving as the main commercial center and destination for cultural arts and entertainment. The plan should incorporate the consultant's analysis of ideas generated at workshops, meetings, and other public outreach conducted to date.

BACKGROUND

The City of Santa Barbara is located on the Pacific coast in the southern portion of Santa Barbara County. It comprises an area of approximately 23 square miles with a year-round moderate climate and beautiful scenery. The city is primarily urban, densely populated, and is culturally and demographically diverse. Tourism is an integral component of the local economy. The population is just under 90,000 residents, but grows considerably during peak tourist seasons. The city is also located near three major colleges: UCSB, Santa Barbara City College, and Westmont College.

Since 1960, building design in the downtown area has been governed by the El Pueblo Viejo historic district guidelines to ensure the use of Spanish Colonial Revival and early California architectural styles. The City Charter also restricts building height limits to 60 feet in the downtown and waterfront area to retain the community's historic character and scenic views.

The General Plan was updated in 2011 with goals and policies that provide a framework for growth management, mixed use development, and affordable housing. The Average Unit Density program was created to encourage smaller, more affordable housing units but the downtown core was not included in the priority area for the highest density housing. Council and the Planning Commission are considering possible updates to this program to encourage housing downtown.

Managed under Downtown Santa Barbara, two business improvement districts have provided event and marketing services to the downtown merchants for over forty years. The City has also operated a Parking and Business Improvement Area for decades, collecting assessments to fund parking structure maintenance and improvements and to allow a free 75-minute parking period. The City does not have a formal economic development office.

Infrastructure improvements downtown were once funded through the City's Redevelopment Agency. Improvements included sidewalks and pedestrian amenities, the Paseo Nuevo

Shopping Center, parking structures, public art, and park and community center upgrades. The City contributed \$8 million in redevelopment funding to restore historic performing arts centers and create a Historic Arts District downtown. The long-standing vision of a Historic Arts District was completed with the successful renovation of these facilities. In 2012, the Redevelopment Agency was eliminated to meet the State's budget deficit. Residents then passed a general sales tax increase in 2017 to fund citywide infrastructure improvements and upgrades.

The City worked with various business organizations and entrepreneurs to create a guide for small businesses to start and grow their business in 2015. Along with website resources, the guide contains educational information and tips to navigate business regulations.

The announcement of long-time anchor Macy's closing their downtown store along with 100 other stores across the country brought more public focus to the downtown area and the growing number of retail vacancies. Dating back to 1990, the City has a 75-year lease with Macy's who reassigned the lease in March 2018 to Pacific Retail Partners who operate the adjacent Paseo Nuevo Shopping Center. The City is currently negotiating the lease and has encouraged a public engagement process to get input on proposals for the space. Another major department store building for Saks Fifth Avenue was recently purchased and plans have been approved to redevelop the site for office and retail uses for a Fortune 100 company, with Amazon as the likely tenant.

To address vacancies downtown and enhance economic vibrancy, Downtown Santa Barbara hired a consultant last year to prepare a Retail Study. Through interviews and site visits at individual stores, the consultant evaluated the mix of businesses on State Street, assessed merchandising and the retail environment, and developed recommendations for multiple stakeholders.

Last fall, the Architects Association hosted a design charrette where architects, planners, and landscape architects identified new possibilities block by block for housing, parking, and pedestrian pathways. They recommended that Council consider adding new housing for all income levels, above and behind retail spaces, developing downtown parking lots for housing opportunities, and closing areas of State St. over time as a critical mass of people were living downtown.

The City is currently engaging a focus group of interested business owners, property owners, and architects on ways to improve the planning and permitting process, based on a list of 25 recommendations presented to the City from stakeholders.

Building upon these conversations and the project work already completed, the City of Santa Barbara is seeking a consultant to prepare a downtown strategic plan that will provide focused

recommendations to enhance the appeal and economic vitality of Santa Barbara's downtown area during a rapidly changing retail environment. There are many interesting ideas circulating in the community and it is hoped that the downtown strategic plan will identify a priority list of recommendations to focus the City and community going forward.

In August 2018, staff presented an update on various downtown revitalization projects, covering the areas of infrastructure, business retention and vacancies, public safety, planning and permitting, housing opportunities, and oversight of downtown issues. This grid of projects, Council presentation, and Retail Study are available to review at the following links:

- [General Plan and Economy and Fiscal Health Element](#)
- [Guide to Starting and Growing Your Business in Santa Barbara](#)
- [Downtown Retail Study, May 2017](#)
- [Current Downtown Revitalization Efforts, August 14, 2018](#)
- [Recommendations Presented by Downtown Stakeholders, August 14, 2018](#)
- [Council Presentation on August 14, 2018](#)

SCOPE OF WORK

The City requests recommendations and strategies on the following issues. While the RFP outlines specific project components, creativity is encouraged.

- **Business Retention and Vacancies:** Based on the Retail Study finding that the State Street retail mix caters to tourists and teenagers, the City wants a detailed analysis of the following:
 - Community demographics
 - Resident spending patterns
 - Spending leakage to other commercial areas within and outside the City
 - Commercial lease rates with other comparable communities, and
 - Total retail space, retail demand, and market potential

Based on this analysis and retail trends, the City needs recommendations to shift the retail tenant mix toward the needs of residents and guidance for property owners and brokers to select optimal tenants. The City wants to understand best practices, incentives, and actions implemented in other cities to retain local businesses.

- **Infrastructure and Facility Upgrades:** The City seeks an assessment of the downtown streetscape, sidewalks, street amenities, and public seating areas to identify opportunities for upgrades and redesign. Recommendations and specific strategies are requested to enhance the pedestrian environment, and improve cleanliness and aesthetics.

- **Transportation, Parking, and Pedestrian Focus:** The City wants recommendations for temporary street closures to enhance the pedestrian environment and consider a shift toward a pedestrian mall design to ensure a quality pedestrian-focused experience that attracts residents and visitors year-round. Assess the effectiveness of the route and operation of the Downtown-Waterfront shuttle that runs along State Street to ensure public use and connectivity.
- **Land Use Planning:** Recommendations and specific strategies are needed to create and support a mix of retail, office, and residential uses that support vibrancy, encourage diverse housing options, and serve the City's unique demographic needs. The 14-block State Street corridor consists of many large retail spaces and strategies are requested to reposition how spaces are occupied or renovated to achieve a dynamic mix of retail, office, and residential uses.
- **Economic Development:** There are several business organizations and improvement districts that currently provide a range of services to the business community. Additionally, the City does not have official economic development staff. Services such as retail recruitment and economic development are not currently performed. The consultant needs to review the services provided by each organization and develop recommendations and specific strategies for the City organization and business organizations to better focus existing resources, clarify roles, identify unmet staffing needs, improve alignment of mission, key responsibility areas, and address gaps in service.
- **Arts, Events, and Marketing:** Develop recommendations and specific strategies to restructure current marketing, arts, and events funding to promote economic vitality, provide affordable opportunities for arts, culture, and entertainment opportunities for residents, and generate pedestrian traffic downtown.
- **Regulatory Tools and Policies:** Based on outreach and perceptions from stakeholders, assess City regulations that affect local businesses. Regulations could include signage, outdoor dining, and special events. Identify and recommend revisions to policies and procedures that are not conducive to business start-up and growth, use of public spaces for various special events and public art, and the overall vision of revitalizing the downtown area.

KEY DELIVERABLES

- Conduct stakeholder interviews and use other public engagement tools to identify needs and challenges faced by businesses, property owners, commercial brokers, lenders, business associations, and government officials.

- Prepare a written report of findings and recommendations for print and online distribution to all stakeholders.
- Presentation and discussion of findings and recommendations with City staff
- Present findings and recommendations at a Community Meeting
- Present findings to City Council at one of their regularly scheduled weekly meetings

BUDGET

The total budget for the Downtown Strategic Plan is \$75,000.

PROPOSAL REQUIREMENTS

As part of your proposal, please provide the following:

- Your firm's qualifications and experience in preparing strategic plans and background with cities of similar size, demographics and economic base and/or cities who repositioned their downtown area to appeal to residents and visitors alike
- Methodology and proposed approach to address each item in the scope of work
- Estimated timeline from notice to proceed, with key milestone dates
- Ability to complete the scope of work within the budget and any explanation or specific costs associated with each task
- The names and backgrounds of specific staff who will lead and work on the project
- List of references with contact information

This Request for Proposal (RFP) does not guarantee that the work will be authorized.

The City reserves the right to reject any and all proposals, to waive any irregularities in any proposal, and to accept the proposal which is deemed to be in the best interest of the City based upon the complete evaluation of the criteria listed above. The City reserves the right to negotiate with the preferred proposer to modify scope and cost of contract. The professional services agreement must comply with the City's living wage requirements for employees or if subcontracting with an agency that employs part-time workers.

Please reply to this RFP via email by Monday, November 12, 2018
to: NJohnson@SantaBarbaraCA.gov

Address your response to:

City of Santa Barbara
Attn: Nina Johnson, Senior Assistant to the City Administrator
City Hall, 735 Anacapa Street
P.O. Box 1990
Santa Barbara, CA 93102

SCHEDULE

October 16, 2018	Release of RFP
November 12, 2018 at 9 a.m. PST	Deadline to respond to RFP
November 13, 2018	Finalists notified
November 15-19, 2018	Finalist interviews
November 20, 2018	Consultant selection, contingent on Council approval
December 4, 2018	City Council approves contract

For more information or questions on the scope of work or selection process, please contact Nina Johnson, Senior Assistant to the City Administrator at 805-564-5305.

Insurance Requirements

Unlicensed Professional

As part of the consideration of this Agreement, Consultant agrees to purchase and maintain at its sole cost and expense during the life of this agreement insurance coverage 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, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- A. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- B. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- C. **Workers' Compensation**: In accordance with the provisions of the California Labor Code, Consultant is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least \$1,000,000 shall cover all Consultant's staff while performing any work incidental to the performance of this agreement.

If the Consultant maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

OTHER INSURANCE PROVISIONS

Each insurance policy shall contain, or be endorsed to contain, the following five (5) provisions:

1) *Additional Insured Status*

The City of Santa Barbara, its officers, employees, and agents, shall be covered as additional insureds on the Commercial General Liability and the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or

Insurance Requirements

Unlicensed Professional

borrowed by or on behalf of the Consultant. Additional Insured coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). A copy of the endorsement evidencing that the City of Santa Barbara has been added as an additional insured on the policy, must be attached to the certificate of insurance.

2) Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subcontractors. For Commercial General Liability coverage subcontractors shall provide coverage with a format at least as broad as Insurance Services Office form CG 20 38 04 13.

3) Notice of Cancellation

A provision that coverage will not be cancelled or subject to reduction without written notice given to the City Clerk, addressed to P.O. Box 1990, Santa Barbara, California 93102-1990.

4) Primary Coverage

For any claims related to this contract, 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 shall be excess of the Consultant's insurance and shall not contribute with it.

5) Waiver of Subrogation

Consultant hereby agrees to waive rights of subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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.

ACCEPTABILITY OF INSURERS

All insurance coverage shall be placed with insurers that have a current rating from AM Best of no less than A: VII; and are admitted insurance companies in the State of California. All other insurers require prior approval of the City.

Insurance Requirements

Unlicensed Professional

COVERAGE LIMITS SPECIFICATIONS

Approval of the insurance by City or acceptance of the certificate of insurance by City shall not relieve or decrease the extent to which the Consultant may be held responsible for payment of damages resulting from Consultant's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

If, for any reason, Consultant fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from said breach. Alternately, City may purchase such required insurance coverage, and without further notice to Consultant, City may deduct from sums due to Consultant any premium costs advanced by City for such insurance.

SELF-INSURED RETENTIONS

Any self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Consultant shall cause the insurer to reduce or eliminate such 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.

EVIDENCE OF COVERAGE

Consultant must provide evidence that it has secured the required insurance coverage before execution of this agreement. A Certificate of Insurance supplied by the City or the appropriate ACORD and Insurance Services Office forms evidencing the above shall be completed by Consultant's insurer or its agent and submitted to the City prior to execution of this Agreement by the City.

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SANTA BARBARA CITY AGREEMENT NO. _____

With

Name of Consultant/Firm for Project Name

This Contract is entered into on _____ by and between:

The City of Santa Barbara, a Municipal Corporation, referred to herein as the "City,"

and,

Name of Consultant/Firm, a California Corporation, referred to herein as the "**Contractor**,"

WITNESS:

WHEREAS, this contract includes the following attached exhibits:

- Exhibit A – scope of services; personnel; rates and schedule of payments; time and schedule of performance;
- Exhibit B -- Contractor's Nondiscriminatory Employment Certificate;
- Exhibit C -- Contractor's Living Wage Certificate;
- Exhibit D – Insurance Requirements;

WHEREAS, Contractor has the special background, training and experience required by City, and in consideration of the mutual covenants, conditions, promises and agreements, herein, the City and Contractor **AGREE**:

1. SCOPE OF CONTRACTOR SERVICES

a. Contractor agrees to [[[SAMPLE LANGUAGE provide construction management services to the City for the construction of a 574-space parking structure located in the City's Lot No. 6 Parking Lot.]] as described in scope of services included in the attached Exhibit A.

b. Contractor's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with all applicable federal, state, and local laws relating to this scope of work. Whenever the scope of work requires or permits approval by the City, it is understood to be approval solely for the purposes of conforming to the requirements of the scope of work and not acceptance by the City of any professional or other responsibility for the work. Such approval does not relieve the Contractor of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor or its subcontractors. By delivery of completed work, Contractor affirms that the work conforms to the requirements of this contract and all applicable federal, state and local laws. If

Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Contract.

[Optional paragraph]

c. The City has been advised and enters into this Contract understanding that Name of Project Manager for Consultant has been designated the project manager for Project Name and that the Project Manager will have direct responsibility for interacting with City staff and delivering Contractor's services to the City under this Contract. Contractor shall not substitute nor otherwise allow any other person to serve in place of the Project Manager without the written consent of the Department Head, who shall have sole discretion as to whether the proposed substitution is acceptable. Should Contractor substitute or allow any unauthorized person to serve as project manager, Contractor shall have no right to any monies for services provided by that unauthorized person and City shall also have the right to immediately terminate this Contract.

2. COMPENSATION

a. The total compensation for all services provided pursuant to this Contract, including all extra services as defined in Section 3 hereof and reimbursable expenses, shall not exceed the sum of \$XXXXXXX without the express written approval of City Council of the City of Santa Barbara. The basic contract is for \$XXXXXXX and the total that may be claimed for Extra Services under Section 3 of this Contract shall not exceed \$XXXXXXX. This Contract provides the exclusive means of payment and reimbursement for costs to Contractor by the City.

b. Changes in personnel or in rates of compensation set forth in Exhibit A may be made only after written notice to and written approval by the Department Head, Name of Department Head, ("Department Head").

c. Where travel costs are included in Exhibit A, only the actual travel costs (at fare, rate per mile or lump sum approved), and/or actual expenses pursuant to the provisions of the Contract and within guidelines approved by the City Finance Director will be reimbursed.

d. Contractor may be reimbursed for such other necessary costs, including actual costs of copies, printing, postage, shipping and documents expense, and all costs of other materials, equipment, services and supplies, as approved and required to complete the work, according to the attached Exhibit A.

e. Compensation for Extra Services of Contractor authorized in accordance with Section 2 shall be paid to Contractor by City in accordance with the fee schedule set forth in Exhibit A. Contractor shall only be entitled to payment for Extra Services under this Contract if Contractor has obtained authorization required under Section 3 below.

f. Contractor shall submit itemized statements, which shall include a detailing of the number of hours spent on each task and copies of all subcontractors' invoices, to request payment in accordance with the standard billing format issued by the City Department. Contractor shall keep records concerning payment items on a generally recognized accounting basis and such records shall be maintained for a period of 3 years following the completion of the work assigned. Such records shall be made available for copying, inspection or audit by City employees or independent agents during reasonable business hours.

3. EXTRA SERVICES OF CONTRACTOR

Prior to performing any services other than those described in Exhibit A ("Extra Services"), Contractor shall submit a written request for Extra Services and obtain the written approval of the Department Head or his/her designee. The request for Extra Services shall at minimum include a description of the services to be performed, the reason why the Extra Services are needed or required, a schedule for completion of the proposed Extra Services, and a not-to-exceed amount for performance of the proposed Extra Services. Each approved Extra Services request shall be billed separately.

4. TIME OF BEGINNING AND COMPLETION

Services shall begin upon full execution of this Contract by the City, and delivery of a fully executed copy of the Contract to the Contractor. Contractor shall adhere to schedules and deadlines agreed to by City and Contractor shown in Exhibit A. **** Please be sure to address consultant/contractor deadlines/schedule in either this paragraph, or in their Exhibit A. Delete this text***** Contractor's failure to complete the above services within the time specified, due to avoidable delays, may at the City's discretion be considered a material breach of this Contract. Contractor shall review the remaining work and schedule of performance at least monthly and shall confirm that completion may be expected within the schedule approved, or in the alternative, give immediate notice when it shall first appear that the approved schedule will not be sufficient, together with an explanation for any projected delays in the schedule. No extension of time to complete any portion of the services called for in the Contract shall be allowed except upon the express, written approval of the Department Head. Contractor shall request, in writing, a time extension for approval by City, promptly upon the occurrence of any action causing delay in Contractor's prosecution of the services. The nature of the delay, the corrective actions taken and the impacts on the project schedule shall be described in each request for a time extension.

5. OWNERSHIP OF DOCUMENTS

All documents, computer programs, plans, renderings, charts, designs, drafts, surveys and other intellectual property which is originally developed by Contractor pursuant to this Contract shall become the property of City upon full and complete compensation to Contractor for services performed herein. Contractor will take such steps as are necessary to perfect or to protect the ownership interest of the City in such property. Contractor may retain copies of said documents for Contractor's file. Contractor agrees that all copyrights which arise from creation of the work pursuant to this contract shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Contractor makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

6. ASSIGNMENT OF CONTRACT

Contractor shall not assign, sublet or transfer any right, privilege or interest in this Contract, or any part thereof, without prior written consent of City. Contractor shall not substitute personnel designated in the proposal of Contractor without the written consent of City.

7. OFFICIAL NOTICES

Notices to either party shall be provided by personal delivery or by depositing them in the United States mail, first class postage prepaid, and addressed as identified at the signature page of this Contract. A party may change mailing address for all purposes under this Contract, by written notice.

8. DEFENSE, INDEMNITY AND HOLD HARMLESS

a. To the fullest extent permitted by law, the Contractor will (1) immediately defend, and (2) indemnify the City, and its council, officers, and employees from and against all liabilities regardless of nature or type arising out of or resulting from Contractor's performance of services under this contract, or any negligent or wrongful act or omission of the Contractor or Contractor's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, the Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

b. The duty to defend is a separate and distinct obligation from the Contractor's duty to indemnify. The Contractor is obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its council, officers, and employees, immediately upon tender to the Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Contractor from its separate and distinct obligation to defend the City or its council, officers, and employees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel approved by the City if the Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability was caused by the sole negligence or sole willful misconduct of an indemnified party, Contractor may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance, or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations.

d. This Section 8 survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

9. INSURANCE REQUIREMENTS

a. Contractor will provide insurance as specified in Exhibit D.

b. Contractor will immediately report (as soon as feasible, but not more than 24 hours) to the City's Risk Manager any accident or other occurrence causing injury to

persons or property during the performance of this Contract. If required by the City's Risk Manager, the report will be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

10. TERMINATION

a. The City may terminate or abandon any portion or all of the work by giving ten days written notice to Contractor. Upon receipt of a notice of termination, Contractor shall perform no further work except as specified in the notice. Before the date of termination, Contractor shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered. The City will pay Contractor for services performed in accordance with this contract before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by the City and Contractor for the portion of work completed in conformance with this contract before the date of termination. In addition, the City will reimburse Contractor for authorized expenses incurred and not previously reimbursed. The City will not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

b. Contractor, if Contractor is not in default or breach, may terminate Contractor's obligation to provide further services under this contract upon thirty (30) days' written notice only in the event of a material default by the City, which default has not been cured within thirty days following the written notice to the City of the default.

11. RIGHT TO PERFORM SIMILAR SERVICES

Nothing in this Contract shall restrict the City from providing the same or similar services through City employees, other contractors, other resources, or by arrangements with other agencies. Contractor may engage in similar activities to the extent that such work does not conflict with the proper performance of services under this Contract.

12. CONFLICT OF INTERESTS

a. Contractor warrants by execution of this Contract that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, and that Contractor maintains no agreement, employment, or position which would be in conflict with the duties to be performed for City under this Contract. Contractor further agrees that during the term of this Contract, Contractor will not obtain, engage in, or undertake any interests, obligations or duty that would be in conflict with, or interfere with, the services or duties to be performed under the provisions of this Contract.

b. Contractor will not make or participate in making or in any way attempt to use Contractor's position to influence a governmental decision in which Contractor knows or has reason to know Contractor has a direct or indirect financial interest other than the

compensation promised by this contract. Contractor will not have such interest during the term of this contract. Contractor will immediately advise the City if Contractor learns of such a financial interest of Contractor's during the term of this contract. If Contractor's participation in another City project would create an actual or potential conflict of interest, in the opinion of the City, the City may disqualify Contractor from participation in such other project.

13. ADMINISTRATION OF EMPLOYMENT

Contractor shall obtain and administer the employment of personnel having the background, training, experience, licenses and registration necessary for the work assigned, including all coordination, the withholding of proper taxes and benefits, the payment of wages, employer's contributions for FICA, and Federal and State unemployment payments, and the review and maintenance of any necessary licenses, certificates, memberships and other qualifications necessary for the services to be provided. Contractor is an independent contractor and shall not be considered an agent or employee of the City for any purpose. Contractor and its employees and agents are not entitled to any of the benefits or privileges that the City provides its employees.

14. BUSINESS TAX CERTIFICATE

Prior to the execution of the Contract, Contractor shall obtain a business tax certificate from the City at Contractor's expense. Contractor shall maintain a business tax certificate as required by the City Finance Director during the term of this Contract.

15. NO WAIVER OF PROVISIONS

No waiver of a breach of any provision of this Contract shall be construed to be a continuing waiver of that provision, nor a waiver of any breach of another provision of this Contract.

16. APPLICABLE LAWS, PARTIAL INVALIDITY

This Contract shall be subject to the Santa Barbara City Charter, and the laws, rules, regulations and ordinances in effect within the City of Santa Barbara, County of Santa Barbara, California, and any interpretation of the law that may be necessary shall be pursuant to the laws applicable within that jurisdiction. If any provision of this Contract is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Contract and such deletion shall in no way affect, impair, or invalidate any other provision of this Contract, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

17. NON-DISCRIMINATION ORDINANCE

Contractor shall perform all work pursuant to this Contract in compliance with Section 9.126.020 of the Santa Barbara Municipal Code (a copy of which is attached as Exhibit B), prohibiting unlawful discrimination in employment practices, and shall be bound by the terms of such ordinance.

18. CITY SERVICE CONTRACTOR MANDATORY MINIMUM WAGE

a. Chapter 9.128 of the Santa Barbara Municipal Code establishes a mandatory minimum wage for employees of contractors providing services to the City. In the performance of this Agreement, Contractor and any subcontractor, agent, or assignee of Contractor under this Agreement shall comply with the provisions of Chapter 9.128 of the Municipal Code as such Chapter existed upon the adoption of this Agreement or the last date this Agreement was amended.

b. Current Living Wage Certificates on forms supplied by the City shall be completed by Contractor, submitted to City prior to execution of this Contract by City, and attached as Exhibit C. Contractor shall require any and all subcontractors and all tiers of such subcontractors to provide Living Wage Certificates as required by Santa Barbara Municipal Code Chapter 9.128.

19. WORKPLACE CONDUCT

Contractor and Contractor's officers, employees, agents and subcontractors, while on City property or interacting with City officers, employees, contractors, or agents, will comply with the City's policies, rules, and regulations governing work place safety, conduct, and behavior, including without limitation policies prohibiting discrimination or sexual harassment. City will provide Contractor a copy of the applicable policies.

20. PROTECTION OF CITY INFORMATION

Contractor will treat all information obtained from the City in the performance of this contract as confidential and proprietary to the City. Contractor shall treat all records and work product prepared or maintained by Contractor in the performance of this contract as confidential. Contractor will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Contractor's scope of work. Contractor will not disclose any information prepared for the City, or obtained from the City, or obtained as a consequence of the performance of work, to any person other than the City, or its own employees, agents or subcontractors who have a need for the information for the performance of work under this contract unless such disclosure is specifically authorized in writing by the City. Contractor will immediately advise the City of any request for disclosure of information or of any actual or potential unauthorized disclosure of confidential or personal information. Contractor will identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Contractor shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment. Contractor will promptly comply with any written instructions by the City to provide any public records of the City required to be disclosed by the City pursuant to a request made pursuant to the California Public Records Act. Contractor's obligations under this paragraph shall survive the termination of this contract.

21. NONAPPROPRIATIONS OF FUNDS

Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by the City, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then City will notify Contractor of such occurrence and City may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, City shall have no obligation to make payments with regard to the remainder of the term.

IN WITNESS WHEREOF, the parties have executed this contract as of the date and year first written above.

CITY OF SANTA BARBARA
A Municipal Corporation

Name of Consultant/Firm

Name of Department Head
Title

Signature

ATTEST:

Type or Print Name

Sarah Gorman, City Clerk
Services Manager

Title

APPROVED AS TO CONTENT:

Address

Manager's Name
Title

City State Zip

APPROVED AS TO FORM:
Ariel Pierre Calonne
City Attorney

Telephone Number

By _____

Business Tax Compliance:
Certificate No. _____

By _____

Approved as to Insurance:

Mark Howard
Risk Manager

EXHIBIT A

Scope of Services

EXHIBIT B

Contractor's Nondiscriminatory Employment Certificate

CONTRACTOR'S NONDISCRIMINATORY EMPLOYMENT CERTIFICATE **Santa Barbara Municipal Code § 9.126.020**

A. Certificate Generally

Consistent with a policy of nondiscrimination in employment on contracts of the City of Santa Barbara and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the City for purchases, services, and the construction, repair, or improvement of public works.

B. Contents of Certificate

The Contractor's obligation for nondiscriminatory employment is as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.
3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the City, the Fair Employment Practices Commission, or any other appropriate agency of the State designated by the City for the purposes of investigation to ascertain compliance with the Contractor's Obligation for Nondiscriminatory Employment provisions of this contract, or Fair Employment Practices statute.

5. A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the City as a basis for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "nonresponsible".

The City shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the City shall notify the Contractor that unless he demonstrates to the satisfaction of the City within a stated period that the violation has been corrected, he shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he has implemented remedial measures, satisfactory to the City, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

6. Upon receipt from any person of a complaint of alleged discrimination under any City contract, the City Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the City Administrator shall request the City Council to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law or the terms of this contract, the Contractor agrees that, should the City Council determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the City may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the City, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such moneys shall be recovered from the Contractor. The City may deduct any such penalties from any moneys due the Contractor from the City.

7. The Contractor certifies to the City that he has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the City:
 - a. The Contractor shall notify all supervisors, foremen and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.
 - b. The Contractor shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.
 - c. The Contractor shall file a basic compliance report as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
 - d. The Contractor shall notify the City of opposition to the nondiscrimination provision by individuals, firms or organizations during the period of this contract.
8. Nothing contained in this Contractor's Obligation for Nondiscriminatory Employment Certificate shall be construed in any manner to prevent the City from pursuing any other remedies that may be available at law.

9. The Contractor certifies to the City that he will comply with the following requirements with regard to all subcontractors and suppliers:
 - a. In the performance of the work under this contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.
 - b. Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the City, the Contractor may request the City to enter into such litigation to protect the interests of the City.

EXHIBIT C

Contractor's Living Wage Certificate

CITY OF SANTA BARBARA

Living Wage Compliance Declaration

July 1, 2018 through June 30, 2019

TO BE COMPLETED BY ALL CONTRACTORS PROVIDING SERVICES TO THE CITY OF SANTA BARBARA

Official notification to: _____
Name of Company Contract No.

Mailing Address

City, State & Zip

The contemplated work is subject to the City of Santa Barbara Living Wage Ordinance, SBMC Chapter 9.128 (hereinafter referred to as “the Ordinance”).

Living wage rates are adjusted annually, effective the 1st of every July to reflect the increase during the preceding year in the Consumer Price Index for all urban wage earners and clerical workers for Los Angeles-Riverside-Orange County California as published by the U.S. Department of Labor, Bureau of Labor Statistics. The new rates would apply to all contract renewal options exercised in subsequent fiscal years.

The Living Wage Ordinance applies to individuals and companies which enter into one or more purchase orders/contracts with an aggregate value of \$19,500 or more in a fiscal year and requires you to notify your employees that the City of Santa Barbara Living Wage Ordinance applies to them. Living Wage requirements also apply to subcontractors. You are required to notify affected employees that:

Effective from July 1, 2018, through June 30, 2019, the current rate for minimum compensation to employees are:

1. \$18.20 per hour if no qualifying benefits are provided.
2. \$15.60 per hour if Basic Medical Insurance is provided at no cost to the employee and Compensated Holidays.
3. \$14.30 per hour if in addition to the benefits in 2 above an approved Supplemental Employee Benefits.

The ordinance as well as additional information can be found on the City’s website under Purchasing’s page. If you have any questions on the Living Wage Ordinance, contact the Purchasing Office at 805-564-5349.

Audits: The City may request payrolls records, time cards, and other associated documentation to demonstrate compliance. Any such request will be made to your firm in writing and the records must be provided within fourteen (14) calendar days unless an extension is granted in writing by the City.

The City may also conduct on-site audits to verify compliance. These audits may include, but are not limited to, employee interviews, and records examinations.

A Living Wage Benefit Statement, see attached, shall be provide to the Purchasing Office within forty-five (45) days from completion or termination of work.

INSTRUCTIONS: COMPLETE SECTIONS I-EXEMPT OR II-NOT EXEMPT AND SECTION III

SECTION I – EXEMPT

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE

Below are the exemptions to the Ordinance. Please check the qualifying exemption(s).

- Exemption for Handicapped Individuals and Apprentices. For the purposes of this form, an employee shall not include a “handicapped employee” employed pursuant to a special license issued under Sections 1191 and 1191.5 of the state Labor Code or an “apprentice” or “learner” employed pursuant to a special license issued under Section 1192 of the state Labor Code.
- Exemption for Student Interns. For the purposes of this form, an employee shall also not include a student intern which shall be defined as a person receiving educational or school credit at a duly licensed and accredited school or educational institution as part of or in connection with his or her employment or service with the City Service Contractor.
- Public Entity.
- Non-profit exemption.
- Workers are part of a bona fide collective bargaining agreement.
- Persons employed are defined as executive or professional as used in the federal Fair Labors Standards Act of 1938 (29 USC Section 201 et. seq.).
- Including this agreement, the amount awarded by the City to your firm through one or more agreements is less than nineteen thousand & five hundred (\$19,500) when calculated on a City fiscal year basis (July to June).
- Services are incidental. Explain: _____

SECTION II – NOT EXEMPT

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE

Below are the wage tiers. Please check the wage tier that applies.

- A. Employees receive a pay rate that meets or exceeds the City of Santa Barbara Living Wage requirement of \$18.20 per hour without benefits.

To qualify for Tier B or C, your insurance must qualify, see below.

- B. Employees receive a pay rate that meets or exceeds the City of Santa Barbara Living Wage requirement of \$15.60 per hour with benefits the below benefits.
- i. A combined twelve days compensated leave time annually for full-time employees, and prorated leave for employees working less than full time
 - ii. Basic Medical Insurance Coverage for the Employee at no cost.
- C. Employees receive a pay rate that meets or exceeds the City of Santa Barbara Living Wage City of Santa Barbara Living Wage requirement of \$14.30 per hour with all of the following benefits:
- i. A combined twelve days compensated leave time annually for full-time employees, and prorated leave for employees working less than full time
 - ii. Basic Medical Insurance Coverage for the Employee at no cost.
 - iii. Basic Medical Insurance Coverage for the Employee's spouse, domestic partner or family.
 - iv. One additional Supplemental Benefit as defined in the Ordinance.
 - Pension or deferred compensation retirement plan.
 - Childcare or dependent care.
 - Equivalent of ten (10) eight hour days of compensated leave over and above the compensated leave in item i.
 - Other: _____

QUALIFYING INSURANCE REQUIREMENTS

To qualify for a lower wage tier, you must offer insurance at no cost to your employees and match one of the following plans in terms of co-pays/out-of-pocket expenses. Please check the plan that is comparable to your insurance plan.

- Blue Shield HMO: No deductible, \$150 co-pay for emergency room visits, no charge for preventative care, \$25 co-pay for office visits to Primary Care Physicians/\$35 co-pay to Specialists; Prescriptions: \$20 co-pay for generics; \$30 co-pay for brand, & \$45 co-pay for non-formulary
- Kaiser HMO: No deductible, \$50 co-pay for emergency room visits, no charge for preventative care, \$15 co-pay for office visits; Prescriptions: \$10 co-pay for generics; \$20 co-pay for brand, & non-formulary is not covered
- Blue Shield PPO: Deductibles: \$500/individual \$1,000/family, \$100 co-pay + 20% coinsurance** for emergency room visits, no charge for preventative care, \$25 co-pay for office visits; Prescriptions: \$20 co-pay for generics; \$30 co-pay for brand, & \$45 co-pay for non-formulary
- Blue Shield Health Reimbursement PPO: Deductibles: \$2,000/individual \$4,000/family, 20% coinsurance** for emergency room visits, no charge for

preventative care, 20% coinsurance** for office visits; Prescriptions: \$10 co-pay for generics; \$20 co-pay for brand, & \$35 co-pay for non-formulary

- Blue Shield Health Savings Account PPO: Deductibles: \$2,500/employee only coverage, \$5,000/family, 20% coinsurance** for emergency room visits, no charge for preventative care, 20% coinsurance** for office visits; Prescriptions: \$15 co-pay for generics; \$25 co-pay for brand, & \$40 co-pay for non-formulary after combined medical/RX plan deductible.

**** After deductible is satisfied**

SECTION III

DECLARATION

In order to be considered for award, you must declare under the penalty of perjury under the laws of the State of California certify that your company and subcontractors will comply with the City of Santa Barbara's Living Wage Ordinance, if applicable, AND the forgoing information is true and correct.

Signature: _____

Print Name & Title: _____

Company Name: _____

Date: _____

Contract No.: _____

CITY OF SANTA BARBARA

Living Wage Benefits Statement

July 1, 2018 through June 30, 2019

TO BE COMPLETED & RETURNED WITHIN 45-DAYS AFTER COMPLETING SERVICES
TO THE CITY OF SANTA BARBARA UNDER A PURCHASE ORDER OR CONTRACT

Official notification to: _____
Name of Company

Mailing Address

City, State & Zip

Contract Number: _____

RATE PAID:

- \$18.20 per hour if no qualifying benefits are provided.
- \$15.60 per hour if Basic Medical Insurance is provided at no cost to the employee and Compensated Holidays.
- \$14.30 per hour if in addition to the benefits in 2 above an approved Supplemental Employee Benefits are provided such as family medical care, dental, etc.
- Exempt

1. Did the Living Wage requirements cause you to bid higher prices? Yes No

2. If yes, how much? \$ _____

3. How many employees worked under this PO? _____

4. How many were Full Time: _____ Part Time: _____

5. How many employees benefited from the Living Wage requirements: _____

6. What was the aggregate (total) amount the employees benefited: \$ _____

7. **Comments:** _____

Send completed form by one of the following methods

- 1) Fax to: completed form to: Attn: Purchasing-LW at 805-897-1977
- 2) Mail to: Attn: Purchasing-LW, P.O. Box 1990, Santa Barbara CA 93102
- 3) Email to: GCorral@SantaBarbaraCA.gov

INSURANCE REQUIREMENTS

CERTIFICATE OF INSURANCE

[Insert Insurance Requirements]

NOTE: RISK MANAGEMENT TO CONFIRM:

1. INSURANCE LIMITS FOR YOUR PROJECT -

2. ATTACH THE CERTIFICATE OF INSURANCE AS EXHIBIT D

3. GET CERTIFICATE OF INSURANCE FROM RISK MANAGEMENT'S MOSS PAGE AT:

[M:\Finance\Risk Management\Administrative Operations\Contract Insurance Requirements and Forms\Certificate of Insurance - Form.doc](#)

Certificate of Insurance

This certifies to City of Santa Barbara, P.O. Box 1990, Santa Barbara, California, 93102-1990 that the following described policies have been issued to:

Insured: _____
 Address: _____
 Location of operations insured: _____
 Description of work (show project name and/or contract number, if any): _____

Policies & Insurers	Limits		Policy Number	Expiration Date
	Bodily Injury	Property Damage		
General Liability <input type="checkbox"/> Comprehensive <input type="checkbox"/> Commercial _____ (Insurer)	Each Person Each Occurrence Combined Single Limit	Each Occurrence Aggregate Combined Single Limit		
Automobile Liability <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non Owned _____ (Insurer)	Each Person Each Occurrence Combined Single Limit	Each Accident Combined Single Limit		
Professional Liability • Errors & Omissions • Malpractice (if applicable) • Negligent Performance _____ (Insurer)	Each Person Each Occurrence Combined Single Limit	Each Accident Aggregate Combined Single Limit		
Workers' Compensation _____ (Insurer)				

EXAMPLE

The following coverage or conditions are in effect:

General Liability
 Automobile Liability
 Professional Liability

	Yes	No
1. City of Santa Barbara, its Officers, Employees, and Agents Named as Additional Insured, must attach a copy of the endorsement.		
2. Policies will not be Canceled, Limited, or Allowed to Expire without 30 Days Written Notice to the City Clerk at P.O. Box 1990, Santa Barbara, CA 93102-1990, or 10 days notice for non payment of premium.		
3. Coverage Afforded the City shall Apply as Primary and Not Excess to Any Insurance Issued in the Name of the City.		
4. Blanket or Scheduled Contractual Liability Sufficiently Broad to Cover Liability Assumed in Contract.		
5. Policy includes a Severability of Interest provision.		
6. Broad Form Property Damage Endorsement		
7. Products and Completed Operations		
8. X, C, U Hazards Included		
9. Longshoremen's and Harbor Worker's Act		
10. Logue Liability		
11. Fire Legal Liability		
12. Other (Specify)		

Date: _____ (Authorized Signature)
 _____ (Date)
 At: _____ (Company and Address)

NOTE: Authorized signature may be the agent if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.

Revised July 2010