



City of San Leandro

Meeting Date: November 29, 2021

Staff Report

File Number: 21-647

Agenda Section: CONSENT CALENDAR

Agenda Number: 8.E.

TO: City Council

FROM: Fran Robustelli
City Manager

BY: Jeanette Dong
Recreation and Human Services Director

FINANCE REVIEW: Susan Hsieh
Finance Director

TITLE: Staff Report for a City of San Leandro City Council Resolution Approving and Authorizing the City Manager to Execute Amendment No. 1 to the Consulting Services Agreement with SEED Collaborative, Inc., to Assist with Site Facilitation of the Steven Taylor Sanctity of Life Memorial Park project.



Site Facilitation Proposal

Steven Taylor Sanctity of Life Memorial Park

Council District 6



Table of Contents

1. Proposal Overview	1
2. Project Background	1
3. Scope of Consultant Services	2
4. Strategy	5
5. Estimated Costs and Cost Methodology	7
6. Consultant Experience	8
7. Team Biographies	8

Proposal

Consultant Proposal

Seed Collaborative, LLC (Seed or Consultant) respectfully submits the following proposal for facilitation of a site-specific facilitation planning process for the creation of the Steven Taylor Sanctity of Life Memorial Park in Council District 6 located at the San Leandro Marina.

Pursuant to the leadership of San Leandro Council (Council) in support with the Taylor family, Seed shall provide an open, public process, convening hearings and working closely with park stakeholders that center community voices with a diversity of lived experience to ensure a robust and equitable community engagement. Additionally, Seed shall enhance the general planning principles of public space development and those practices that promote equity, diversity, and inclusion for the broadest reach of constituencies in San Leandro.

Background

Given the tragic circumstances of Steven Taylor's passing, the City of San Leandro is engaging in a 24-month planning process to conceive a memorial within an existing park to honor the life and circumstances of Mr. Taylor's death. This public space will be carefully designed as a Commons for "All" in which to bolster community understanding, reconciliation, and awareness of belonging among other sentiments, and to promote healing among the residents of San Leandro.

Consultant DEI Approach

Consultant's approach to Diversity, Equity, and Inclusion (DEI) is through the lens of *Targeted Universalism* (TU). The TU approach was conceptualized by Seed co-founder John A. Powell and entails establishing universal goals pursued by targeted processes to achieve those goals.¹

Consultant approaches all client engagements through the lens of a collaborative learning-exchange based on a consensus-building process that works to transfer lasting institutional benefits. Integral to Consultant's philosophy is designing solutions that work for our clients, which is why we custom tailor our approach to fit our clients' needs.

Our engagement will begin with a level-setting meeting to discuss the objectives of the consulting project and the key milestones that will be achieved along the way.

¹ <https://haasinstitute.berkeley.edu/targeteduniversalism>

Scope

Scope of Consultant Services

In collaboration with the San Leandro department of Recreation and Human Services, the existing park shall be reconceived under the auspices of a new general park plan using the following criteria to examine the “North Star” for the Steven Taylor Sanctity of Life Memorial Park within the larger community context by performing the following components:

1. Research
2. Request For Qualifications technical assistance
3. Facilitation
4. Community outreach and public engagement across language and cultural communities

Site-Specific Park Plan Proposal

Seed proposes the development of a site-specific Park Plan (Plan) that would include a city-wide, multi-prong stakeholder, open, public process that utilizes a DEI lens in its framework to center unheard voices and community voices with a diversity of expertise and lived experience.

Seed proposes assisting San Leandro with the development of a city-wide Plan that would include the following activities and deliverables:

Activity 1: Work Plan

Timeline: November 2021

Consultant will develop a project work plan that outlines project activities and deliverables with timelines, due dates, and benchmarks. During a proposed kick-off/orientation meeting with key City staff, Council, and the Taylor Family, Seed will discuss timeframe priorities for the project and use this information to build the project work plan.

Throughout the project, the work plan will be used as one of the Consultant’s project management tools to help keep the project moving forward. The work plan will serve as a living document that will be adjusted based on new developments that may arise throughout the project period.

Activity 2: RFQ Technical Assistance

Timeline: November 2021-December 2021

Consultant will provide the team technical assistance drafting the criteria for the architectural support team for the park, using a lens of diversity, equity and belonging.

Activity 3: Assessment

Timeline: December 2021 –March 2022

Seed’s due diligence process is designed to evaluate the project positioning, City requirements and planning baseline and interviews with Council members, key informants, and the Steven Taylor family. The assessment also uplifts opportunities and challenges to implementing equity and belonging with the 6th District and the entirety of the City. Due diligence includes:

- *Individual Interviews/Focus Groups*
 - Consultant will conduct individual interviews with a sampling of Recreation and Human Services staff, Council, the Steven Taylor family members and external stakeholders including patrons, Recreation and Human Services management, Recreation Parks

Scope

Commission, Human Services Commission, community partners and the diverse populations that use parks, which will be identified in collaboration with the City. Interviews provide a baseline for understanding how the context of visioning of the park is juxtaposed with existing norms, practices, attitudes, organizational culture, structure, and ways of operating impact equity and belonging for the future park.

- *Site Specific Document Review*
 - Consultant will review existing internal City and site-specific documents, policies and procedures, including but not limited to: strategic plan, general planning documents, community conversations and any other relevant data, metrics and measurement data, and communications.
- *Best/Next Practices Research*
 - Consultant will conduct research and identify best practices and next practices concerning park design and memorial recognitions.

Activity 4: Public Engagement

Timeline: July 2022 – December 2022

- *Community outreach*
 - Resident outreach, engagement, and facilitation in support of the implementation shall occur via bi-monthly public meetings to drive receipt of public opinion and foster collaborative efforts with the community to draw forth the outcomes for shaping the operational pillars of the Plan and ultimate ethos for the park. Outreach will also coordinate feedback loops on the initial park concepts developed from the situation analysis.
 - Additionally, public hearings are a forum for discussions to bolster ideas and forge listening engagements for the population-at-large to understand the direction of the Plan. Consultant will prepare materials and guidance for facilitating the public hearings. Public hearings will be 2-hours in length and all meeting materials will be provided in advance by Seed. All meetings will be conducted via translation services in Cantonese and Spanish as well as ADA services
 - Seed shall prepare the minutes from the public hearings for public publishing and additional community dissemination as needed.

Activity 5: Professional Guidance

Timeline: Ongoing

Consultant will serve as a thought partner to City staff, on an as needed basis, regarding the application, implementation, interpretation and communication of issues and initiatives related to the Plan and public engagement.

Deliverable – Site Specific Plan

Timeline: March 2023

Development of a site-specific Plan for a municipal memorial park that includes assessment and data

Scope

analysis findings, and detailed recommendations based on public hearings and three vetted park proposals endorsed by Council and the Steven Taylor family representatives.

Strategy

Stage One: In collaboration with architectural consultant, create 2-3 alternatives to bring to the City of San Leandro. Based on the desires of the City Council and the Steven Taylor family representatives.

Activities

1. Consult City Council
2. Consult Taylor family
3. Consult Department of Recreation and Human Services
4. Present findings with alternatives from the initial discovery process to the community through the public hearing process.

Stage Two: Solidify and endorse the alternatives, by City Council, Taylor family, and the Recreation and Human Services department. Following feedback from the established parties (City Council, Taylor Family, and Recreation and Human Services department), establish three alternatives. All three alternatives must pass a feasibility metric directive from the Public Works Department.

Activities

1. Establish action alternatives.
2. Alternatives should describe the ambitions of the park based on due diligence and Taylor memorialization.
3. Present findings with alternatives from the initial discovery process to the community through the public hearing process.

Stage Three: Bring the park plan alternatives to a robust group of constituencies identified as the Community Park Work Group to reach consensus around a preferred alternative, understanding that there may be a hybrid of alternatives.

Seed will facilitate the Community Work Group which may consist of a Taylor family representative, Recreation and Human Services leadership, Councilmembers and 3-5 resident leaders of the city. The Community Work Group will serve as the hierarchy body that will delineate the merits of the various park proposals and help select the final proposal for implementation.

Activities

1. Establish a list of community stakeholders for the project.
2. In a single, or series of public opportunities, collect comments to establish or confirm a preferred alternative.
3. Present findings with alternatives from the initial discovery process to the community through the public hearing process.

If a revised preferred alternative is created, it must be then approved by the Recreation and Human Services department, and ultimately by the City Council and the Taylor family.

Stage Four: Finalize three park options for presentation to the City Manager and the City Council for consideration. Identify priority recommendation for architectural rendering for final endorsement by Taylor family, City of San Leandro, Recreation and Human Services and Public Works.

Strategy

Activities

1. Complete architectural rendering of recommended park design
2. Presentation by project architect.

Cost Methodology

Estimated Costs

The cost estimate for this project is \$50,000, including any travel expenses. Seed shall provide monthly invoices to the city of San Leandro for the services rendered according to the scope of work outlined by consultant hours delivered.

	Task	Amount	Total Hours	Tara Taylor	Charles Taylor	Simone Basail
A1	Orientation/Workplan	3,862	23.00	7.00	7.00	9.00
A2	Document Review - RFQ Technical Assistance	432	2.00	2.00	-	-
A3	Interviews	8,706	49.00	32.00	-	17.00
A3	Best Practices	648	3.00	3.00	-	-
A4	Community Outreach	5,099	30.00	17.50	-	12.50
A4	Public Engagement	5,327	33.00	9.00	9.00	15.00
A5	Professional Guidance	12,304	58.00	44.00	14.00	-
D1	Site Specific Plan	8,418	46.00	22.00	12.00	12.00
	Sub Total	\$ 44,794	244.00	137.00	42.00	66.00
	Expenses	5,206				
	Grand Total	\$ 50,000	244.00	137.00	42.00	66.00

Consulting Team

Team Experience

Consultant firm have extensive consulting and lived experience with diversity, equity, and inclusion. Seed is a Black-owned consulting practice based in Southern California that specializes in Equity 2.0/Targeted Universalism and Organizational Development, assisting clients both locally and nationally.

Seed supports institutions and communities creating visionary initiatives to advance a more equitable and sustainable world. Consultant works with clients to reimagine how power and resources are shared and to create new systems and structures that redefine how institutions partner with the people they serve.

Seed has provided DEI consulting services to governments, quasi-government entities and nonprofits (see past and current clients listed below). Specifically, Seed has conducted assessments and developed strategic and operational plans related to Equity 2.0 and Belonging.

Team Biographies

Tara L. Taylor

Lead Consultant and Project Manager

As a co-founder of Seed Collaborative, Tara is a subject matter expert in Urban Planning matters and economic development and community economic development finance. She also provides leadership for the firm in the areas of financial management and business strategy. Mrs. Taylor spent her early career in Boston as a development and marketing associate with First Night, Inc. before moving on to work at Local Enterprise Assistance Fund (LEAF/ ICA Group, a nationally focused socially-responsibly venture capital fund. After arriving in Los Angeles, she settled at Community Financial Resource Center (CFRC), Los Angeles' first certified Community Development Financial Institution. Tara was an executive with CFRC for 16 years, the last eight years of which she served as its COO. A graduate of Wellesley College, Ms. Taylor's education also includes a Master of Arts in Urban Planning in Regional and International Economic Development from the University of California, Los Angeles, and a graduate certificate from the Marshall School of Business in Real Estate Development and Finance from the University of Southern California.

Charles L. Taylor

Subject Matter Expert- Park Consultant

Charles Taylor is a subject matter expert for Seed Collaborative, LLC. Retired, he is a 20-year National Park Service veteran, most noted for his business plan model for government adopted by Congress in 2000. Business Plans are now a matter of law for Federally managed Cultural and Natural sites in the National Park Service and the US Forest Service, as well as Superfund Sites nationwide. He has led many public input processes for cultural and natural sites nationwide, resulting in General Management Plans for Boston African America National Historic Site, Boston National Historic Park, and the Santa Monica Mountains National Recreation Area.

Charles' focus is on public engagement has been to create universal plans with high levels of partner buy-in. Central to this practice is a thorough discovery of public opinion that is connected and respected by government and policy making organizations alike.

Consulting Team

Charles led a complete career in Government. Starting as a Whitehouse Speech writer under President Clinton, and Aide De Camp to the Director of the National Park Service. Charles has served in several management roles, including Chief of Public Affairs, Acting Superintendent of Santa Monica Mountains NRA in Los Angeles, and Acting Superintendent of Joshua Tree National Park before retiring in 2009.

Charles is from Massachusetts, where he attended Phillips Academy, Andover. He continued his academic career at The University of North Carolina, then Oxford University and the University of Southern California where he received his Master of Business Administration.

Simone Basail

Account Manager

Simone is an Account Manager with Seed. She assists and supports lead consultants through various stages of project development and implementation. Additionally, Simone functions as a liaison between project consultants and clients, supports project management and ensures transparent and responsive communications.



City of San Leandro

Meeting Date: November 29, 2021

Resolution - Council

File Number: 21-648

Agenda Section: CONSENT CALENDAR

Agenda Number:

TO: City Council

FROM: Fran Robustelli
City Manager

BY: Jeanette Dong
Recreation and Human Services Director

FINANCE REVIEW: Susan Hsieh
Finance Director

TITLE: RESOLUTION Approving Amendment No. 1 to the Consulting Services Agreement with SEED Collaborative, Inc., to Assist with Site Facilitation of the Steven Taylor Sanctity of Life Memorial Park project (approves proposed scope of work at a cost of \$50,000 from Account No. 010-12-020-5120)

WHEREAS, an agreement dated December 7, 2020 exists between the City of San Leandro and SEED Collaborative, Inc. for Facilitation Services and Development of an Equity Plan; and

WHEREAS, the City would like to amend the Consulting Services Agreement with SEED Collaborative, Inc. to Assist with Site Facilitation for the Steven Taylor Sanctity of Life Memorial Park project in the amount of \$50,000; and

WHEREAS, Amendment No. 1 to the agreement, a copy of which is attached, is presented to the City Council; and

WHEREAS, the City Council is familiar with the contents thereof; and

WHEREAS, the City Manager recommends approval of said amendment to the agreement.

NOW, THEREFORE, the City Council of the City of San Leandro hereby RESOLVES as follows:

That said agreement amendment in the amount of \$50,000 is approved and execution by the City Manager is hereby authorized.

**AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
SEED COLLABORATIVE, LLC
FOR
FACILITATION SERVICES: STEVEN TAYLOR SANCTITY OF LIFE MEMORIAL PARK**

This **Amendment No. 1** ("Amendment") is made by and between the City of San Leandro ("City") and Seed Collaborative ("Consultant") (together sometimes referred to as the "Parties") as of November 1, 2021, and amends that certain Consulting Services Agreement ("Agreement") dated December 7, 2020, between the Parties.

WHEREAS, the Parties desire to amend the Agreement in various ways to provide the community additional opportunities to utilize Contractor's services; and

WHEREAS, the Parties desire to amend the Agreement to extend the Term of Services from June 30, 2022 to March 31, 2023; and

WHEREAS, these amendments also require updating the Scope of Services and Compensation Schedule accordingly.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties amend the Agreement as follows:

1. Section 1.1 of the Agreement entitled "Term of Services" is hereby amended to extend the term from June 30, 2022, to March 31, 2023; and
2. Exhibit A of the Agreement entitled "Scope of Services" is hereby amended to add the Site Facilitation Proposal: Steven Taylor Sanctity of Life Memorial Park, attached hereto and incorporated herein by reference; and
3. Exhibit B of the Agreement entitled "Compensation Schedule & Reimbursable Expenses" is hereby amended to add the compensation for the Site Facilitation Proposal: Steven Taylor Sanctity of Life Memorial Park attached hereto and incorporated herein by reference; and
4. All other terms shall remain in full force and effect.

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Amendment as of the date first written above. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

SEED COLLABORATIVE, LLC

Frances Robustelli, City Manager

DocuSigned by:
Paul Hudson
6BFB8690D53C49C

Paul C. Hudson, Partner

Attest:

Leticia I. Miguel, City Clerk

Budget Approved: ☒

Approved as to Fiscal Authority:

Susan Hsieh, Finance Director

010-12-020-5120
Account Number

Approved as to Form:

DocuSigned by:
Richard Pio Roda
7B41538F6D5E470...

Richard D. Pio Roda, City Attorney

5001006.1

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
SEED COLLABORATIVE, LLC
FOR
FACILITATION SERVICES AND DEVELOPMENT OF AN EQUITY PLAN**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro ("City") and Seed Collaborative, LLC ("Consultant") (together sometimes referred to as the "Parties") as of December 7, 2020 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2022 the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.
- 1.6 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Consultant's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Consultant must submit completed self-certification form and comply with the LWO if covered.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$220,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the

Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City

shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

- 2.3 Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall

be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

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

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional 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.
- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, 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.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.3 Professional Liability Insurance. – Not Required

4.4 Cyber Liability Insurance.

4.4.1 General Requirements. Consultant, at its own cost and expense, shall maintain cyber liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress; invasion of privacy violations; information theft; damage to or destruction of electronic information; release of private information; alteration of electronic information; extortion; and network security. The policy shall provide coverage for liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology services:

- Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended;
- Data theft, damage, unauthorized disclosure, destructions, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential City information in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on third party computer systems;
- Loss or denial of service;
- No cyber terrorism exclusion;

Such coverage must include technology/professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs, including without limitation, notification costs, forensic analysis, credit protection services, call center services, identity theft protection services, and crisis management/public relations services.

4.4.2 Claims-Made Limitations. The following provisions shall apply if the cyber liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

- b. Insurance must be maintained, and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

4.4.4 Submittal Requirements. To comply with Subsection 4.4, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.5 All Policies Requirements.

4.5.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.5.2 Verification of Coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.5.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, 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.

4.5.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.5.5 Endorsement Requirements. Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.5.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.6 Submittal of Proof of Insurance Coverage. All certificates of insurance and original endorsements effecting coverage required in this Section 4 must be electronically submitted through the City's online insurance document management program, PINS Advantage. Contractor shall comply with all requirements provided by City related to the PINS Advantage program.

4.7 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. **INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

Section 6. **STATUS OF CONSULTANT.**

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System

(PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:

- 8.6.1 Immediately terminate the Agreement;
- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver synthesized, analyzed and deidentified data and information to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing

party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the San Leandro City Clerk for the Form 700 and directions on how to prepare it.

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Liz Warmerdam ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Consultant shall be sent to:
Michelle Lathan
Administration-Finance Director
Seed Collaborative, LLC
8467 South Van Ness Avenue
Inglewood, CA 90305
323-647-3597
michelle@seedcollab.com
- Any written notice to City shall be sent to:
Elizabeth Warmerdam
Assistant City Manager
City of San Leandro City Manager's Office
835 E. 14th Street
San Leandro, CA 94577
510-577-3390
lwarmerdam@sanleandro.org
- With a copy to:
City of San Leandro
Department of Finance
c/o Purchasing Agent
835 East 14th Street
San Leandro, CA 94577
- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, C, and D represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	Indemnification
<u>Exhibit D</u>	COVID-19 Compliance Requirements

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Certification per Iran Contracting Act of 2010. In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

DocuSigned by:
Fran Robustelli
C063G023AF624E3...
Frances Robustelli, Interim City Manager

SEED COLLABORATIVE

DocuSigned by:
Paul Hudson
6DEB8600D53G49C...
Paul C. Hudson, Partner

Attest:

DocuSigned by:
Leticia I. Miguel
575DDE0FDA5642B...
Leticia I. Miguel, City Clerk

DS



Budget Approved: x

Approved as to Fiscal Authority:

DocuSigned by:
Susan Hsieh (Susan) Hsieh
4E0EC2E4167D4DE...
Susan Hsieh, Finance Director

\$17,000 City Council Consulting (010-11-010-5120)
\$35,000 CMO Contingency (010-14-015-8355)
\$168,000 Use of Reserves

Total: \$220,000

Account Number

Consultant's DIR Registration Number
(if applicable)

Approved as to Form:

DocuSigned by:
Richard Pio Roda
7D41538F6D5F470...
Richard D. Pio Roda, City Attorney

Per Section 10.7: Form 700 Required

EXHIBIT A

SCOPE OF SERVICES

SEE ATTACHED DOCUMENT.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

SEE ATTACHED DOCUMENT.

EXHIBIT C

INDEMNIFICATION

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

EXHIBIT D

The novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. The City of San Leandro is currently in a local emergency and state of emergency due to the COVID-19 pandemic.

COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact, through touched surfaces, and in airborne particles. As a result, federal, state, and local governments, including the City of San Leandro, and federal, state, county, and local health agencies recommend social distancing and additional cleaning protocols to limit the spread of the disease. The City has taken steps and put in place preventative measures recommended by federal, state, and local health agencies to reduce the spread of COVID-19. These measures include steps each person must take to prevent the spread of COVID-19 and include, but are not limited to, requiring face coverings, frequent hand washing and/or use of hand sanitizer, social distancing where possible, limiting of person-to-person contact, frequent cleanings of high-touch surfaces, and avoiding entering any building if they have COVID-19 symptoms.

Consultant shall obey all local orders and abide by all applicable preventative measures recommended by federal, state, county, and local health agencies and any preventative measures specifically implemented by the City. Consultant agrees that when entering any City buildings, Consultant will follow all COVID-19 related signage, wear a face covering, follow all social distancing protocols, and abide by any other COVID-19 preventative measure that are in place when performing the services described in this Agreement. Consultant shall also adhere to any subsequently communicated COVID-19 preventative measures as directed by City staff. The COVID-19 preventative measures are subject to change over time, and Consultant shall maintain knowledge of and adhere to the current COVID-19 preventative measures when interacting with City employees, officials, volunteers, agents, and representatives, and when entering City buildings.