



CITY OF CAMARILLO

PROFESSIONAL SERVICES AGREEMENT

With

CHARLES ABBOTT ASSOCIATES, INC.

For

**STORMWATER ADMINISTRATIVE, INSPECTION AND
TECHNICAL SERVICES**

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PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of July 1, 2024 ("Effective Date"), and is between the City of Camarillo, a California municipal corporation and general law city ("City") and Charles Abbott Associates, Inc., a California corporation, ("Consultant").

Section 1. Term of Agreement.

Subject to the provisions of Section 20 (Termination of Agreement), the term of this Agreement will be for a period commencing on the Effective Date for a three-year period with the option of two, one-year extensions.

Section 2. Scope and Performance of Services.

- 2.1 Consultant agrees to perform the services set forth in Exhibit A (Scope of Services), which is made a part of this Agreement.
- 2.2 Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
- 2.3 Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit B (Key Personnel & Compensation), which is made a part of this Agreement.
- 2.4 Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subcontractors, if any, listed in Exhibit B to perform the services required under this Agreement. Consultant must notify City and obtain City's written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.
- 2.5 Consultant must obtain City's prior written approval before utilizing any subconsultants to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.
- 2.6 Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.
- 2.7 City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.
- 2.8 The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

Section 3. Additional Services and Changes in Services.

- 3.1** Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.
- 3.2** If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Manager with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- 3.3** City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties.

Section 4. Familiarity with Services and Site.

- 4.1** By executing this Agreement, Consultant represents that Consultant:
- (a) has thoroughly investigated and considered the Scope of Services to be performed;
 - (b) has carefully considered how the services should be performed;
 - (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
 - (d) possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.
- 4.2** If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform City of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

Section 5. Compensation and Payment.

- 5.1** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B (Key Personnel & Compensation). The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit B, unless additional compensation is approved in writing by City.
- 5.2** The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount.
- 5.3** Each month during the term of this Agreement, Consultant must furnish City with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in Exhibit B. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs,

subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services. If applicable, the invoice must also provide a budget summary including the total amounts previously invoiced and paid, the current invoice amount and the budget remaining.

- 5.4** City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission.
- 5.5** Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, City will cause Consultant to be paid within 30 days of receipt of Consultant's invoice.
- 5.6** Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment.
- 5.7** City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found substantially inadequate.

Section 6. Required Documentation Prior to Performance.

- 6.1** Consultant may not perform any services under this Agreement until:
 - (a) Consultant furnishes proof of insurance as required under Exhibit C;
 - (b) Consultant provides City with a Taxpayer Identification Number;
 - (c) Consultant obtains a City business tax certificate and license, if applicable, and provides proof of compliance; and
 - (d) City gives Consultant a written notice to proceed.
- 6.2** The City will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.

Section 7. Time of Performance; Excusable Delays; Extensions.

- 7.1** Consultant must adhere to all schedules and deadlines set forth in this Agreement.
- 7.2** Consultant will not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.
- 7.3** If Consultant is delayed by any cause beyond Consultant's control, City may grant, but is not required to, a time extension for the completion of services. If delay occurs, Consultant must notify City within 48 hours, in writing, of the cause and the extent of the delay and how such delay interferes with Consultant's performance of services.

Section 8. Cooperation by City.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Scope of Services will be furnished to Consultant in every reasonable way to facilitate, without undue delay, the services to be performed under this Agreement.

Section 9. Project Documents.

- 9.1** All original computer programs, data, designs, drawings, files, maps, memoranda, models, notes, photographs, reports, studies, surveys and other documents (collectively, "**Project Documents**") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of City in such Project Documents. Upon completion, expiration or termination of this Agreement or upon request by City, Consultant must turn over to City all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. City acknowledges and agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. If necessary, Consultant agrees to execute all appropriate documents to assign to City the copyright or intellectual property rights to the Project Documents created pursuant to this Agreement.
- 9.2** Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without City's prior written approval.

Section 10. Confidential Information; Release of Information.

- 10.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.
- 10.2** Consultant, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- 10.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then City will have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.
- 10.4** Consultant must promptly notify City should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Consultant or be

present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

- 10.5** All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

Section 11. Consultant's Books and Records.

- 11.1** Consultant must maintain all documents and records demonstrating or relating to Consultant's performance of services under this Agreement, including ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City under this Agreement. All financial documents or records must be maintained in accordance with generally accepted accounting principles and all other documents must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. All such documents or records must be maintained for at least three years following the final payment under this Agreement.
- 11.2** Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by City or its designated representative. Copies of such documents or records must be provided directly to City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.
- 11.3** Where City has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records must be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 12. Status of Consultant.

- 12.1** Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of City. Consultant has no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.
- 12.2** The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, will have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as provided in this Agreement. Consultant agrees that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, or employees of City.

- 12.3** Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim to any such rights or benefits.

Section 13. Compliance with Applicable Laws.

- 13.1 In General.** Consultant must use the standard of care in its profession to keep itself informed of and comply with all federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement that apply to the services performed by Consultant.
- 13.2 Professional Licenses and Approvals.** Consultant agrees that it will, at its sole cost and expense, obtain and maintain in effect at all times during the term of this Agreement any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession.
- 13.3 Employment Laws.** Consultant agrees to comply with all applicable federal and state employment laws including those that relate to minimum hours and wages, occupational health and safety, and workers compensation insurance. Consultant further represents that it is an equal opportunity employer and in performing services under this Agreement agrees to comply with all applicable federal and state laws governing equal opportunity employment, and further agrees that it will not discriminate in the employment of persons to perform services under this Agreement on the basis of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any such person, except as may be permitted by California Government Code section 12940.

Section 14. Unauthorized Aliens.

Consultant agrees to comply with all of the applicable provisions of the Federal Immigration and Nationality Act (8 U.S.C. § 1101 and following), as it may be amended, and further agrees not to employ unauthorized aliens as defined under the Act. Should Consultant employ any unauthorized aliens for the performance of any work or services covered by this Agreement, and should any liability or sanctions be imposed against City for the use of unauthorized aliens, Consultant agrees to reimburse City for the amount of all such liabilities or sanctions imposed, together with any and all related costs, including attorneys' fees, incurred by City.

Section 15. Conflicts of Interest.

- 15.1** Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 and following), and California Government Code section 1090.
- 15.2** Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the City in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has any of the financial interests listed in Government Code section 87103.

- 15.3** If Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant must promptly disclose the relationship to City and take such action as City may direct to remedy the conflict.
- 15.4** City understands and acknowledges that Consultant is, as of the Effective Date, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant represents that, except as otherwise disclosed to City, it is unaware of any stated position of City relative to these projects. Any future position of City on these projects will not be considered a conflict of interest for purposes of this section.

Section 16. Indemnification.

- 16.1** Consultant agrees that it will, to the fullest extent permitted by law, defend, indemnify, and hold harmless City from all Services Claims and Operations Claims (each defined below) related to the performance by Consultant of this Agreement as provided in this section. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to defend, indemnify, and hold harmless City as set forth in this section.
- 16.2** For the purposes of this section, "City" includes City's officers, officials, employees, agents and volunteers, and "Consultant" includes Consultant's officers, officials, employees, agents and subcontractors and any other persons for whom Consultant is legally responsible.
- 16.3** With respect to the performance of professional services under this Agreement where the law establishes a professional standard of care for such services, Consultant agrees to indemnify, and hold harmless City from and against all liabilities, damages, losses, and costs, including but not limited to reimbursement of reasonable attorney's fees and all other costs of defense, to the extent caused by the negligence, recklessness, or willful misconduct of Consultant (collectively, "**Services Claims**").
- 16.4** With respect to the acts and operations of Consultant under this Agreement other than the performance of professional services, Consultant agrees to defend, indemnify, and hold harmless City from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees and all other costs of defense, to the extent caused, in whole or in part, by the negligence, recklessness, or willful misconduct of Consultant, and excepting only those claims, damages, liabilities, losses, and costs caused by City's sole negligence or willful misconduct (collectively, "**Operations Claims**").
- 16.5** Consultant must notify City within five days of receipt of notice of any Operations Claims or Services Claims made or legal action initiated that arises out of or pertains to Consultant's performance of services under this Agreement.
- 16.6** Consultant's duty to defend Operations Claims is a separate and distinct obligation from Consultant's duty to indemnify City for any Operations Claims. With respect to Operations Claims, Consultant is obligated to defend City in all legal, equitable, administrative, or special proceedings, with counsel reasonably approved by City, immediately upon tender to Consultant of an Operations Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the Operations Claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals.

- 16.7** Consultant agrees that settlement of any Operations or Services Claim against City requires the consent of City. City agrees that its consent will not be unreasonably withheld provided that Consultant is financially able (based on demonstrated assets including insurance) to fulfill its obligation to indemnify City for the costs of any such settlement as required under this Agreement.
- 16.8** The insurance required to be maintained by Consultant under this Agreement is intended to ensure Consultant's obligations under this section, but the limits of such insurance do not limit the liability of Consultant.
- 16.9** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant will be fully responsible for all obligations under this section. City's failure to monitor compliance with this requirement imposes no additional obligations on City and will in no way act as a waiver of any rights under this Agreement.
- 16.10** The parties acknowledge and agree that design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code section 2782.8, which allows for claims only to the extent that they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional, and also places limitations on the costs of defense that may be charged to a design professional. The term "design professional," is defined in Section 2782.8, and includes licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities that offer such services in accordance with the applicable provisions of the Business and Professions Code. The parties further acknowledge and agree that the provisions of this Section 16 are to be interpreted and applied to the fullest extent permitted by Civil Code section 2782.8.
- 16.11** The provisions of this section will survive the expiration or earlier termination of this Agreement in accordance with the applicable provisions of Exhibit C (Insurance).

Section 17. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit C (Insurance), which is made a part of this Agreement. All insurance policies are subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager or City Attorney.

Section 18. Assignment.

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of City, which may be withheld in the City's sole discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.

Section 19. Default; Limitations on Liability.

- 19.1** In the event that Consultant is in default under the terms of this Agreement, City will have

no obligation or duty to continue compensating Consultant for any services performed after City provides written notice to Consultant of such default.

- 19.2** Consultant agrees that no City official, officer, employee or agent will be personally liable to Consultant in the event of any default or breach of City, or for any amount which may become due to Consultant, or for any obligations directly or indirectly incurred under this Agreement.
- 19.3** City's liability under this Agreement is limited to payment of Consultant in accordance with the terms of this Agreement and excludes any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

Section 20. Termination of Agreement.

- 20.1** City may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant must cease immediately all work and services in progress.
- 20.2** Consultant may terminate this Agreement at any time upon 30 days' prior written notice of termination to City.
- 20.3** Upon termination of this Agreement by either Consultant or City, all property belonging to City that is in Consultant's possession must be returned to City. Consultant must promptly deliver to City a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.
- 20.4** Consultant acknowledges City's rights to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from City's termination of this Agreement.

Section 21. Notices.

- 21.1** All written notices required or permitted to be given under this Agreement will be deemed made when received by the other party at its respective address as follows:

To City:

City of Camarillo
601 Carmen Drive
Camarillo, California 93011

Attention: Ken Matsuoka

Tel. (805) 388-5340
Fax (805) 388-5387
e-mail kmatsuoka@cityofcamarillo.org

To Consultant:

Charles Abbott Associates, Inc.
27201 Puerta Real #200
Mission Viejo, CA 92691

Attention: Rusty Reed

Tel. (949) 279-4124
Fax n/a
e-mail rustyreed@caa.inc

- 21.2** Notice will be deemed effective on the date personally delivered or electronically transmitted by facsimile. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

- 21.3** Any party may change its notice information by giving notice to the other party in compliance with this section.

Section 22. General Provisions.

- 22.1 Authority to Execute; Counterparts.** Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties.
- 22.2 Entire Agreement.** This Agreement, including the attached Exhibits A through C, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and City prior to the execution of this Agreement.
- 22.3 Binding Effect.** This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.
- 22.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 22.5 Electronic Signatures; Counterparts.** This Agreement and any amendment will be considered executed when the signature page of a party is delivered by electronic transmission. Such electronic signatures will have the same effect as an original signature. This Agreement may be executed in multiple counterparts.
- 22.6 Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 22.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 22.8 Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision.
- 22.9 Venue.** In the event of litigation between the parties, venue in will be exclusively in a state court in the County of Ventura.

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF the parties hereby execute this Agreement as follows:

CITY OF CAMARILLO

Greg Ramirez, City Manager

ATTEST:

Kristy Buxkemper, City Clerk

CONSULTANT:

Charles Abbott Associates, Inc. a California Corporation

Rusty R. Reed

Rusty Read, President

Diann Nolte

Diann Nolte, Assistant Secretary

Camarillo Business Tax Certificated No. 013039/ Expiration Date 6/30/2024

EXHIBIT A

SCOPE OF SERVICES

[Attached]



Charles Abbott Associates, Inc.

PROPOSAL TO PROVIDE

Stormwater Quality Inspection & Technical / Administrative Services

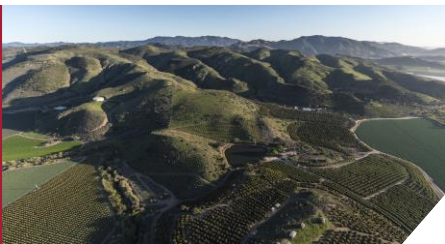
City of Camarillo

Ken Matsuoka
Deputy Director Public Works/Environmental
601 Carmen Drive
Camarillo, CA 93010

Due Date: March 8, 2024

Charles Abbott Associates, Inc.
27201 Puerta Real #200
Mission Viejo, CA 92691
Toll Free: (866) 530-4980
www.caa.inc

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Cover Letter



Dear Mr. Matsuoka:

Charles Abbott Associates, Inc. (CAA) is pleased to submit the enclosed Proposal to provide continued Stormwater Quality Inspection & Technical/Administrative Services to the City of Camarillo (City). Having assisted the City with building department services for 30 years and environmental services for the past 10 years, we very much look forward to continuing our relationship with the City. We have extensive experience and over 30 years of institutional knowledge of the City's National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit, and are able to provide expert services to support the City in its efforts to maintain regulatory compliance with its current MS4 Permit. Most recently, CAA's Ms. Jessica Ouellette has assisted the City in negotiations with the Los Angeles Regional Water Quality Control Board (Regional Board) relating to the adoption of the City's most recent MS4 Permit, and assisted the City with updating its stormwater program to align with the newest permit requirements. We commit to continuing to be an exceptional resource for the City as it relates to maintaining a successful MS4 Permit program.

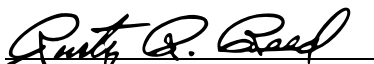
The Project Manager assigned to the City is Mr. Mike Smith, who will provide project oversight of the City's program and will ensure that our policies, procedures, and manpower provide the level of service the City desires. He will maintain continuous communication with the City to ensure the City is 100 percent satisfied with our staff, our turnaround times, the quality of our work, and the overall teamwork between CAA and City staff. Mr. Smith is also very familiar with the OpenGov software the City is in the process of implementing, and will be available as a resource to the City.

CAA has been providing services similar to those you are requesting since our inception, and has successfully established long-term working relationships with a number of cities in Southern California for environmental compliance services. We maintain physical office space in the counties of Orange and Ventura, and provide environmental program management services to cities in the counties of Ventura, Orange, Los Angeles, San Bernardino, and Riverside. Our services in these cities include but are not limited to: NPDES Municipal Stormwater Permit Compliance Program Management; City representation at NPDES Permittee meetings; Commercial, Industrial, Post-Construction Best Management Practices (BMP), and Construction site inspections; NPDES Development Planning and Design reviews (such as stormwater post-construction development plans and Stormwater Pollution Prevention Plans (SWPPP); Training; and Educational Outreach.

Our proposed team is comprised of highly qualified and customer-service oriented environmental experts able to handle any aspects of the City's Municipal Stormwater Program. Our staffing levels will ensure these activities are conducted in an efficient and courteous manner that is responsive to the City and the public's needs alike. And last but not least, our local presence gives us the unique advantage of being able to provide additional staff without delay should the workload demands increase at the City.

Should the City have any questions or require additional information, please contact Mike Smith or myself. We thank you in advance for your consideration!

Sincerely,


Rusty R. Reed, President

Scope of Work



CAA has been privileged to provide stormwater program services to the City of Camarillo since September 2014 and is therefore very aware of the requirements of the City's Stormwater Quality Program, allowing CAA to effectively and efficiently provide stormwater quality inspection and technical/administrative services to the City. Our staff have Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP) certifications. CAA will continue to provide technical assistance for implementing the City's stormwater quality program by attending meetings with other MS4 agencies and maintaining those important relationships that CAA has established with City and the Countywide Stormwater Program staff. CAA will continue to review public and private development projects, review technical water quality documents relating to the planning and land development requirements outlined in the Los Angeles and Ventura Counties Regional MS4 Permit, Order No. R4-2021-0105 (City's MS4 Permit), as well as provide administrative support needed for reporting purposes, documentation, filing and organization. CAA will also continue to provide inspection services for illegal discharges, construction, and industrial and commercial sites, as well as catch basin maintenance activities in accordance with the City's MS4 Permit. We will ensure that information gathered during the inspections is complete and accurate. CAA will continue to oversee the City's contractors that perform the inspection and maintenance services for catch basin cleaning and culvert/ditch maintenance. CAA will continue to track the City's regulatory compliance with the City's MS4 Permit. If a new MS4 Permit comes into effect during the contract period, CAA will review the new MS4 Permit to see if additional workload will be required to comply with the new Permit, and negotiate any additional costs with the City.

Construction Program

- CAA will perform construction site inspections of public projects that are greater than one acre and private projects as directed by the City to ensure all construction site inspection requirements of the City's MS4 Permit are met. CAA will ensure that BMPs are implemented in accordance with the City approved Erosion and Sediment Control Plans and the site's SWPPP or Stormwater Pollution Control Plan, as required by the City's MS4 Permit. CAA staff will also provide the necessary information to the City to invoice for the inspections.
- Inspections will be performed in accordance with the City's current inspection frequency, which is on a quarterly basis for private construction projects that have active grading permits, and a monthly basis for public projects. CAA will also perform follow-up inspections as necessary.
- CAA will review private and public project SWPPPs for compliance with the City's MS4 Permit, and review private and public Erosion and Sediment Control Plans to ensure BMPs are being implemented in accordance with the City's MS4 Permit.
- CAA will attend construction meetings as requested by the City.

Existing Facility Inspections

- CAA staff will perform required stormwater inspections for the City's industrial and commercial facilities as defined in the City's MS4 Permit, which includes those facilities covered under the Statewide Industrial General Permit (IGP). CAA will also coordinate with the City Business Tax Division on the requirements of Senate Bill 205. Our staff will conduct necessary follow-up inspections and coordinate with the City on applicable enforcement actions, in accordance with the frequency specified in the City's MS4 Permit. The inspection will include photo documentation of BMPs and areas that may have an impact on stormwater quality. CAA will initially analyze the City's historical inspection activities to determine the number of facilities that need inspections during any given year.

- During the inspection, CAA will distribute educational material and relay to the business representative the purpose of the inspection related to the City's MS4 Permit and the importance of keeping the City's waterways clean. CAA will issue notices of violations or corrections that may be necessary and conduct follow-up inspections to ensure corrections were made. CAA will report to City staff any illegal discharges occurring during the inspection and coordinate the proper procedure to address them.
- CAA will document facilities inspections with photos and submit them to the City within five business days from inspection. We will ensure that information gathered during the inspections is complete and accurate, and will provide the City with regular status reports on all inspections performed as well as the number of compliant versus non-compliant facilities.
- CAA will provide an online software, CityTech Solutions, to conduct and document the field inspections and send real-time reports to the facility contact. The data retrieved during inspections can easily be exported into an Excel sheet for use in synthesizing annual report data. CAA staff will also provide the necessary information to the City to invoice for the inspections.
- CAA staff will continue to oversee the City's contractors for catch basin inspection and maintenance and CAA will perform inspections of City maintained ditches, culverts, and detention basins to determine and document necessary maintenance, in accordance with the requirements of the City's MS4 Permit. CAA staff will oversee inspection and maintenance activities performed by the City catch basin inspection and maintenance and ditch, culvert, and detention basin contractors to verify completion, and enter the data into the City's database. CAA staff will assist with the preparation of these bid specifications and will track contractor compliance with the City's MS4 Permit, and will verify that the Contractors performance of work and encroachment permit are in compliance with the City's contract. CAA staff will assist with tracking expenses and reviewing invoices related to these contracts for approval by the Deputy Director Public Works/Environmental.

Illicit Discharges

- CAA will assist with the City's Illicit Discharge Detection and Elimination Program, including inspecting, investigating, and documenting reports of illegal discharges that are received by the City. Response time to illicit discharges will be in accordance with the City's MS4 Permit. CAA staff will enter all inspection data into the City's database. CAA staff will perform site inspections, investigations, follow-up inspections, and provide outreach materials to dischargers as needed to support the City with compliance with the City's MS4 Permit. CAA will immediately notify the City of facilities with Illicit Discharges/Illicit Connections or any other conditions that pose a threat to human health or the environment. Those facilities identified as non-compliant will be re-inspected until compliance has been reached, as directed by the City.
- CAA Staff will perform an inspection upon completion of a special event that occurred in the public right-of-way where a Special Use Permit was issued to ensure all trash from the event is collected. CAA will also inspect for evidence of illicit discharges, in accordance with the City's MS4 Permit.

Stormwater Quality Monitoring and Technical/Administrative Services

- CAA will conduct reviews of post construction stormwater development plans, including Post Construction Stormwater Management Plans (PCSMPs), for both public and private development projects for compliance with the City's MS4 Permit. CAA will also assist the City with project conditioning and review of land development plans and stormwater quality documents, as they relate to the City's MS4 Permit. CAA staff will enter the reviews into the City's database and maintain records and databases related to the post construction stormwater mitigation devices.
- CAA staff will coordinate with City staff to complete all Annual Reports that are required by the City's MS4 Permit.
- CAA will prepare City Council Agenda Reports related to stormwater quality as needed for approval by the Deputy Director Public Works/Environmental.

- CAA will attend all countywide meetings in order to effectively provide any administrative and technical services to the City. Additionally, CAA will inform the City of all water quality monitoring and reporting conducted by the Stakeholders Implementing the Calleguas Creek Total Maximum Daily Loads (TMDLs) and Ventura Countywide Stormwater Management Program, as required by the City's MS4 Permit.
- CAA staff will provide training materials to City staff to assist the City with meeting the City's MS4 Permit annual training requirements.
- CAA staff will oversee the existing City contract related to Outfall Screening and Source Investigation, and provide the City with updates related to the results of the screening and source investigation.
- CAA staff will assist with preparation of the Stormwater Quality section of bid specifications for City maintenance projects.
- Review technical reports related to the City's Stormwater Program, including monitoring reports and implementation plans. CAA staff will provide a summary of these reports to the Deputy Director Public Works/Environmental.
- CAA staff will keep the Deputy Director Public Works/Environmental abreast of legislation impacting the Stormwater Quality Program and on the Countywide Stormwater Program's effort to look into different strategies to obtain stormwater quality funding.
- Respond to citizen complains related to the City's Stormwater Program and suggest appropriate corrective action to the Deputy Director Public Works/Environmental.
- CAA staff will provide Public Outreach services in accordance with the City's MS4 Permit, which includes participation in the Countywide Stormwater Program and updating of City specific public outreach handouts. CAA will assist with the planning and organization of Coastal Cleanup Day.
- CAA staff will keep City databases up to date and enter pertinent records into the relevant City database. CAA will prepare the Stormwater Quality monthly activity report.
- CAA will prepare necessary documentation for City invoices for all business program, construction, and post construction inspections.
- CAA will track the City's compliance with the City's MS4 Permit, and keep the City abreast of all findings related to compliance with the City's MS4 Permit, and any new and upcoming regulations related to Stormwater Quality.

CAA's corporate headquarter is located at 27201 Puerta Real, #200 in Mission Viejo, CA. CAA's main office serving the City of Camarillo is located at 1203 Flynn Road in Camarillo, CA. At the City's request, CAA may store the City's stormwater program files at CAA's office in Camarillo. CAA shall not be responsible for any damage that may occur at this office, and the City waives any right to compensation in the event damage to any of the stored documents does occur.

Assigned Personnel



Maintaining high quality services is what has made CAA as successful as we are today. We understand that having experienced and qualified personnel is a fundamental requirement of being able to deliver quality service to our clients, and we place considerable effort in attracting and retaining our highly trained staff.

CAA employs full time personnel to staff municipal work engagements. The firm recruits individuals who are looking for long-term employment with a stable firm and a rewarding career. We are proposing experienced staff that demonstrate exceptional work ethic and have a proven track record for implementing successful environmental compliance programs. Our team will work seamlessly as team members of your staff, thus effectively augmenting their efforts and reach.

CAA only provides services to public agencies, not private or institutional clients. As such, our staff has intimate knowledge of the public sector.

CAA will not be using any sub-consultants, sub-contractors, suppliers or manufacturers for any of the work outlined by the City.

EXHIBIT B

KEY PERSONNEL & COMPENSATION

1. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are:

Mike Smith.

2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed: \$1,942,987.

KEY PERSONNEL:

Mike Smith
Jessica Ouellette
Ramie Klocko
Katie Pellerino

FEE SCHEDULE

(Complete or attached Separate Schedule)

Cost Proposal



Fees below are inclusive of all costs associated with stormwater inspections and administrative/technical services, including general and administrative tasks, travel, per diem, training, materials, supplies, and other items necessary to complete the project.

CAA offers to provide the services outlined in the Scope of Work for the following hourly rates:

Task	Project Manager \$165.00	Program Manager \$138.00	Environmental Analyst \$110.00	Program Support \$75.00	DIR \$157.00	Monthly Cost
Administrative/ Technical Services	13	120		20		\$20,205.00
Business Program		5	115	25		\$15,215.00
Illicit Discharge Response Program		5	7			\$1,460.00
Construction Program		5	5			\$1,240.00
Post Construction Program		7	5			\$1,516.00
Land Development Program		15		10		\$2,820.00
Special Use Permit Inspections			5			\$550.00
Public Agency Program				20	20	\$4,640.00
Public Outreach			5			\$550.00
Countywide Stormwater Meeting		5				\$690.00
Databases and Reporting		5		10		\$1,440.00
CIP Project Inspections					5	\$785.00
Monthly Subtotal	13	167	142	85	25	\$51,111.00
CityTech Software Annual Maintenance Fee						\$3,000.00
Not To Exceed Amount July 1, 2024 – June 30, 2025						\$616,332.00

CAA's general rate schedule is provided on the following page. These rates apply in the event that additional staff or other assigned personnel are needed to provide services.

FY 2024-25 Rate Schedule

ENGINEERING/PUBLIC WORKS	HOURLY	BUILDING & SAFETY	HOURLY
CLASSIFICATION	RATES	CLASSIFICATION	RATES
Principal Engineer	193.00	Principal Building Official	160.00
City Engineer	149.00	Building Official	145.00
Project Manager	160.00	Senior Building Inspector*	116.00
Senior Engineer	154.00	Building Inspector/Plan Checker	107.00
Project Engineer	145.00	Building Inspector*	99.00
Associate Engineer	121.00	Permit Specialist	78.00
		Code Enforcement Officer	83.00
Senior Design Engineer	127.00		
Assistant/Design Engineer	108.00	COMMUNITY DEVELOPMENT	HOURLY
		CLASSIFICATION	RATES
Senior Plan Check Engineer	138.00		
Plan Check Engineer	116.00	Community Development Director	160.00
		Principal Planner	160.00
Senior Traffic Engineer/Manager	165.00	Senior Planner	140.00
Transportation Planner	121.00	Associate Planner	120.00
Traffic Engineer Associate	105.00	Assistance Planner	105.00
		Planning Technician	90.00
3-Person Survey Crew	297.00	Code Enforcement Officer	83.00
2-Person Survey Crew	231.00		
		OTHER	HOURLY
Senior Draftsperson (CADD)	105.00	CLASSIFICATIONS	RATES
Draftsperson (CADD)	94.00		
		Landscape Architect Director	138.00
Senior Public Works Inspector*	125.00	Associate Landscape Architect	105.00
Public Works Inspector*	105.00	Expert Witness Services	330.00
		Senior Contract Administrator	121.00
STORM WATER	HOURLY	Administrative Assistant	66.00
CLASSIFICATION	RATES	Clerical	55.00
Environmental Project Manager	165.00		
Environmental Program Manager*	138.00		
Environmental Plan Checker**	155.00		
Environmental Analyst*	110.00		
Environmental Associate	105.00		
Environmental Inspector*	95.00		
Environmental Program Support	75.00		

The above hourly rates include general and administrative overhead and fees and employee payroll burden. Rates are subject to an annual adjustment, with City concurrence, based upon increases adopted by Charles Abbott Associates, Inc. as reflected in the Consumer Price Index (CPI) Region Los Angeles-Long Beach-Anaheim, CA. CAA will notify the City of any increase 60 days in advance.

*The Hourly Rates identified are for Non-Prevailing Wage project inspection. Hourly Rates for Prevailing Wage project inspection will be \$157.00 for regular time; \$198.00 for overtime on Mondays through Saturdays; and \$248.00 for overtime on Sundays and Holidays. Prevailing Wage rates are subject to increases pursuant to the State of California's Department of Industrial Wage Rate Determinations.

**Environmental Plan Checker rate applies to post construction stormwater development plan reviews, such as PCSMP reviews or equivalent.

EXHIBIT C
INSURANCE

1. **Required Insurance.** Before commencing any services, Consultant must procure and maintain in full force and effect during the term of this Agreement the following types of insurance with at least the minimum coverage listed and subject to the applicable additional requirements set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability	\$2,000,000
Business Automobile Liability	\$1,000,000
Workers' Compensation	Statutory Requirements
Professional Liability	\$2,000,000
Cyber Liability	\$1,000,000

2. **Insurance Rating.** All insurance required to be maintained by Consultant must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A- or better and Financial Size Category Class VII or better by the latest edition of A.M. Best's Key Rating Guide, unless otherwise approved by City's legal counsel.
3. **Commercial General Liability Insurance.** The commercial general liability insurance must meet or exceed the requirements of Insurance Services Office (ISO) form CG 00 01, and must be provided on a per occurrence basis for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. The insurance must be on an "occurrence" not a "claims made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another. The insurance must include a waiver of subrogation applicable to the insurance or self-insurance, a primary and non-contributory endorsement, and an additional insured endorsement, all in favor of the City, its officers, employees and agents, and volunteers. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
4. **Business Automobile Insurance.** The business automobile insurance coverage must be at least as broad as ISO Business Auto Coverage form CA 00 01, covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount stated above per combined single limit for each accident. Such insurance must include both a waiver of subrogation applicable to the insurance or self-insurance, and a primary and non-contributory endorsement, both in favor of the City, its officers, employees, agents, and volunteers.
5. **Workers' Compensation.** If Consultant has any employees, Consultant must maintain workers' compensation insurance (statutory limits) and employer's liability insurance (with limits of at least \$1,000,000). Such insurance must include a waiver of subrogation endorsement in favor of City, its officers, employees, agents, and volunteers.
6. **Professional Liability (Errors & Omissions) Insurance.** The professional liability insurance must cover the services to be performed under this Agreement. The coverage must be provided on a "claims made" basis. Consultant must maintain continuous coverage

through a period not less than three years after the completion of the services required under this Agreement.

7. **Cyber Liability Insurance.** The cyber liability insurance must include the following coverage:
- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
 - b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
 - c. Liability arising from the failure of technology products (software) required under the Agreement for Consultant to properly perform the services intended.
 - d. Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
 - e. Liability arising from the failure to render professional services

If coverage is maintained on a “claims-made” basis, Consultant must maintain such coverage for an additional period of three years following termination of the Agreement.

8. **Umbrella or Excess Liability Insurance.** If an excess or umbrella liability policy is used to meet minimum limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella or excess liability policy must include a “drop-down provision” requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason. Coverage must be provided on a “pay-on-behalf” basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. The policy must “follow form” to the underlying primary policy. Coverage must be applicable to all insureds under the primary policies. The insurance must contain or be endorsed to contain a waiver of subrogation applicable to the insurance or self-insurance, and a primary and non-contributory endorsement for the benefit of City. The scope of coverage provided is subject to approval of City following receipt of the required proof of insurance.
9. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by City. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by City in its sole discretion. At the option of City, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the City’s additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.
10. **Certificates of Insurance and Endorsements; Notice of Termination or Changes to Policies.** Prior to commencing any services under this Agreement, Consultant must file with the City certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or

certified copies of policies as may reasonably be required by City. These certificates of insurance and endorsements must be in a form approved by the City's legal counsel. Consultant must maintain current certificates and endorsements on file with City during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination or cancellation of the required coverage, will be effective except upon 30 days' prior written notice to City by certified mail, return receipt requested (except for nonpayment for which a 10-day notice is required). The delivery to City of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the City's right to require compliance. In the event that Consultant's policies are materially changed, Consultant must provide the City with at least 30 days' prior written notice of the applicable changes. City reserves the right to require complete, certified copies of all required insurance policies at any time.

11. **Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at Consultant's expense and deduct the cost from the sums due Consultant. Alternatively, City may terminate the Agreement.
12. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Consultant or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.
13. **Required Insurance for Subconsultants/Subcontractors.** Consultant agrees to ensure that any subconsultants/subcontractors providing services under this Agreement provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to review and monitor all such coverage and assumes responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement.
14. **Right to Revise Insurance Specifications.** City reserves the right to change the amounts and types of insurance required by giving Consultant at least 90 days advance written notice of such change. If such change results in substantial additional cost to Consultant, the parties may renegotiate Consultant's compensation.
15. **Timely Notice of Claims.** Consultant must give City prompt notice of claims made of lawsuits initiated that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability insurance policies.