

**LEGAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF RICHMOND
AND
ELLIS INVESTIGATIONS, L.C.**

PREAMBLE

This legal services agreement (“Agreement”) is made and entered into on this 22ND day of OCTOBER, 2021 (the “Effective Date”) by and between the City of Richmond, California, a chartered California municipal corporation (“City”), with its principal place of business located at 450 Civic Center Plaza, Richmond, California 94804 and ELLIS INVESTIGATIONS, L.C. comprised of attorneys who conduct personnel investigations (“Investigators” or “Special Counsel”) with its principal place of business located at 455 CAPITOL MALL, STE.205, SACRAMENTO, CA 95814. Investigators may be referred to herein individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

The following recitals are as follows:

- A. City desires to secure professional services more fully described in this Agreement; and,
- B. Ellis Investigations, L.C. represents that it has the professional qualifications, expertise, necessary licenses and desire to provide legal services of the quality and type, which meet objectives, and requirements of City.

AGREEMENT PROVISIONS

The Parties agree as follows:

The Original Agreement shall be amended and replaced in its entirety to read as follows:

1. RETENTION OF FIRM.

City hereby retains and authorizes Ellis Investigations, L.C. to provide investigatory legal services as may be requested, from time to time in writing by the City Attorney on an as-needed basis.

2. DESCRIPTION OF SERVICES TO BE PROVIDED.

See “Scope of Work” in Exhibit A.

3. TERM OF AGREEMENT.

The services of Ellis Investigations, L.C. are to commence upon OCTOBER 22, 2021

and shall terminate on **JUNE 30, 2023**, unless the parties extend the Agreement in writing. The services shall be undertaken and completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care.

4. ASSIGNMENT OF DUTIES.

It is contemplated that no other attorney will be assigned from Special Counsel other than **LESLIE ELLIS, KATE SVINARICH, TRACY LAW, TANIA SEANPANAH and LUCY LI**. It is agreed by and between the Parties that should it be desirable for any attorney other than the attorneys listed above to work under this Agreement, such attorney may be added only with the express written consent of the City Attorney.

5. PUBLIC FUNDING.

Investigators and City mutually recognize that Investigator's services under this Agreement are being paid for with tax dollars from citizens and taxpayers of the City of Richmond, California, and that, given this fact, a heightened duty of care exists in both Special Counsel and City to ensure that Investigators scrupulously adhere to principles of moderation, frugality and cost consciousness in carrying forth the goals of this Agreement. Special Counsel and each of its attorneys pledge themselves to scrupulously observe a duty of reasonableness and cost-effective representation in all aspects of this Agreement.

6. PAYMENT FOR SERVICE.

In consideration for Ellis Investigations, L.C.'s performance of legal services on behalf of City under the terms of this Agreement, the firm shall be compensated at the preapproved hourly rates and for authorized expenses set forth in the "Scope of Work and Schedule of Fees and Charges" set forth in **Exhibit A**, attached and incorporated by this reference. **Exhibit A** may be amended from time to time by letter agreement duly signed and approved by the City Attorney.

7. BILLING INVOICES.

Ellis Investigations, L.C. shall, within thirty (30) days after the end of each month in which services are performed under this Agreement, submit to the City an itemized bill describing in detail the specific services performed as set forth in this Agreement. Special Counsel shall adhere to the Protocols and Guidelines set forth in **Exhibit B**, attached and incorporated by this reference. The bill shall be electronically submitted to legalinvoices@ci.richmond.ca.us.

8. BILLING.

Ellis Investigations, L.C. shall scrupulously examine all bills submitted for services rendered under this Agreement to assure that appropriate billing judgment is employed in billing City for service. Ellis Investigations, L.C. shall not use legal professionals for

secretarial work and under no circumstances shall Investigators have lawyers billing for making copies, scheduling appointments or taking care of matters or work that would otherwise be work performed by an assistant or secretary.

9. TERMINATION.

Either Party may terminate this Agreement by providing written notice to the other. Any termination hereunder shall become effective immediately upon receipt of written notice of termination; provided, however, that Ellis Investigations, L.C. may exercise its right of termination only to the extent and under terms and conditions consistent with the obligations of attorneys under the Rules of Professional Conduct of the State Bar of California; and provided, that in the event of termination, the amount due for services rendered and costs and expenses incurred prior to termination shall remain due and payable. Ellis Investigations, L.C. agrees to turn over to any attorney substituted in its place, the entire file and attorney work product regarding any such matter within seven (7) days of any such termination.

10. CONFLICTS OF INTEREST.

No member of the governing body of the City, and no other officer, employee or agent of the City who exercises any discretion, function or responsibility in connection with the carrying out of any project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

11. ASSIGNMENTS AND SUCCESSORS IN INTEREST.

City and Ellis Investigations, L.C. bind themselves, their partners, successors, assigns, executors and administrators to the terms of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of the City Attorney.

12. AUDITS, RECORDS, AND DOCUMENTATION.

- A. The City and any other federal, State or local governmental agency, and any of their authorized auditors or representatives, including auditors, shall have access to, and the right to audit and reproduce any of Special Counsel's records to the extent the City or such other governmental agency deems necessary to ensure that City is paying only the amounts to which Special Counsel is properly entitled or for other purposes relating to the Agreement. Special Counsel shall assist the City in responding to any requests from the City's auditors, and Special Counsel shall not bill the City for any time spent responding to any such audit requests.
- B. Ellis Investigations, L.C. shall maintain complete and accurate records of the services provided to City and expenses incurred on behalf of City. Ellis

Investigations, L.C. shall maintain and preserve all such records for at least three (3) years after termination of the Agreement or until an audit has been completed and accepted in writing by City. Upon written notice by the City, Ellis Investigations, L.C. shall promptly make all such records available to auditors or other representatives of the City or other governmental agencies.

13. NON-DISCRIMINATION.

- A. As set forth in Chapter 2.28 of Richmond Municipal Code, no discrimination will be made in the employment of any person under this Agreement because of race, religious creed, sex, sexual orientation, national origin or ancestry. Investigators agree to meet all requirements of the Richmond Municipal Code pertaining to nondiscrimination in employment.
- B. If Ellis Investigations, L.C. is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this Agreement, it will be in default of this Agreement. Thereupon, City will have the power to cancel or suspend this Agreement, in whole or in part.

14. INDEMNIFICATION.

Special Counsel agrees to indemnify the City against all damages caused by Special Counsel's intentional or negligent acts, errors or omissions (including, without limitation, professional negligence) in the performance of professional services. City agrees to indemnify the Special Counsel against all damages caused by the City's intentional or negligent acts. Neither the Special Counsel nor the City shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence. Notwithstanding the foregoing, Special Counsel shall have no obligation to indemnify the City for any actions, claims, complaints, damages or demands, liability, costs, losses and expenses, actual or threatened, brought by an employee, agent or witness arising from the issues under investigation.

15. INSURANCE REQUIREMENTS.

Ellis Investigations, L.C. shall maintain in full force and effect the following insurance policies:

- A. Commercial general liability policy (bodily injury and property damage);
- B. Worker's compensation/employer's liability policy;
- C. Business automobile liability insurance policy; and,
- D. Professional liability policy.

Said policies shall be maintained with respect to employees and vehicles assigned to the performance of work under this Agreement with coverage amounts, endorsements,

certificates of insurance and coverage verifications as defined in **Exhibit D**, attached to this Agreement and incorporated by this reference.

16. CONFIDENTIALITY AND MEDIA STATEMENTS.

The data, information and reports acquired or prepared by Ellis Investigations, L.C. in connection with matters upon which the City has retained Ellis Investigations, L.C. shall not be shown or distributed to any other public or private person or entity except as authorized in writing by the City Attorney. All information, documents, records, reports, data or other materials furnished by City to Ellis Investigations, L.C. or other such information, documents, records, data or other materials to which the Ellis Investigations, L.C. has access during its performance pursuant to this Agreement are deemed confidential and shall remain the property of City. Ellis Investigations, L.C. shall not make oral or written disclosure of such documents or materials, other than as necessary for its performance under this Agreement, without the prior written approval of the City Attorney. Special Counsel shall not provide any written or oral statements to the media without the prior written authorization of the City Attorney.

17. AMENDMENTS.

This Agreement, including any Exhibits attached to it, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may be modified only by a written amendment duly executed by the Parties to this Agreement.

18. NOTICES.

All notices, pleadings, reports or other communication to the Parties shall be properly sent via electronic mail to legalcommunications@ci.richmond.ca.us and to Special Counsel at its principal place of business listed on page one of this Agreement.

Either Party may change its address for receipt of notices under this Agreement by notice given in the manner provided herein.

19. LAW GOVERNING AGREEMENT.

This Agreement shall be interpreted under the laws of the State of California. All claims or controversies arising out of or related to performance under this Agreement shall be submitted to and resolved in a forum within Contra Costa County.

20. INVALID PROVISIONS.

If any provision of this Agreement is held to be illegal, invalid or unenforceable, in full or in part, then such provision shall be modified to the minimum extent necessary to make the provision legal, valid and enforceable, and the other provisions of this Agreement

shall not be affected thereby.

21. LICENSE REQUIREMENTS.

Special Counsel shall demonstrate that the attorney(s) who provide legal services to City under this Agreement are licensed to practice law in the State of California and, if not, indicate to the satisfaction of the City Attorney why such license is not required to perform the services required.

22. SANCTUARY CITY CONTRACTING ORDINANCE COMPLIANCE STATEMENT.

Ellis Investigations, L.C. agrees to comply with the provisions of the Richmond Sanctuary City Contracting Ordinance (SCCO, Ordinance No. 12-18). The firm must submit the Sanctuary City Compliance Statement included herein as **Exhibit C** along with the bid or proposal prior to execution of the contract.

23. COUNTERPARTS.

This Legal Services Agreement may be executed in counterparts each of which shall be an original and all of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

ELLIS INVESTIGATIONS, L.C.

CITY OF RICHMOND

By: Leslie D. Ellis

City Manager

Title: Leslie D. Ellis, Partner

Name: _____

Date: 11/8/21

Date: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Exhibit A

SCOPE OF WORK AND SCHEDULE OF FEES & CHARGES

Scope of work:

Ellis Investigations, L.C. shall conduct confidential personnel investigations.

Scope of Engagement:

The City understands that there are no guarantees as to the outcome of the investigation. As an independent contractor, Special Counsel has the right to determine means, manner and findings related to the investigation. The City agrees to allow Special Counsel full discretion to undertake the investigation and otherwise make findings without influencing or interfering with the outcome. The City understands and acknowledges that Special Counsel will exercise independent judgment to make whatever findings it deems are warranted based on the evidence developed in the investigation, and that this engagement is not dependent on Special Counsel making or failing to make a particular credibility determination, finding of fact or conclusion. After conducting relevant interviews and reviewing relevant documents and information, Special Counsel will, if requested by the City, prepare a written report summarizing the investigation and findings.

Legal Services:

It is understood that in this engagement, Special Counsel and the City have an attorney-client relationship and that Special Counsel is providing professional legal services based on its professional experience and expertise. Special Counsel has been retained to use its legal skills to assist the City in developing a response to the concerns. Specifically, Special Counsel will use its expertise in employment law to arrive at findings based on its professional evaluation of the evidence. The parties intend that the investigation, including Special Counsel's communications, work product and final investigation report, will be covered by the attorney-client privilege and attorney work product protections to the extent legally permissible, unless waived by the City.

Limited Scope Agreement:

The scope of this attorney-client representation is limited. Special Counsel will render legal advice to the City on issues limited to the investigation process. Special Counsel will conduct the investigation as an attorney in furtherance of the City seeking legal advice to resolve the underlying issues. The City will seek legal advice, as appropriate, from other counsel regarding what action to take as a result of the investigation. The scope of the investigation does not include rendering any legal conclusions, making recommendations or, in the event of litigation or administrative claim, representation of the City or anyone else involved in the litigation or claim.

Specifically, the City expressly agrees that it will look to its regular legal counsel for such services, as well as for advice with respect to issues which may arise relating to the investigation.

Exhibit A

This includes, without limitation: (1) the admonitions, if any, to be made to employees who are interviewed concerning confidentiality; (2) the consequences of employee failure to cooperate in the investigation; (3) the accessing of electronic and other data; (4) document retention; (5) litigation holds; (6) appropriate interim employment measures pending investigation; (7) compliance with the federal Fair Credit Reporting Act; and (8) compliance with the California Investigative Consumer Reporting Agencies Act. The City agrees it will comply with employer-required notice and consent rules to the extent applicable, including those under Civil Code sections 1786 et seq.

The City also agrees it will look to its regular legal counsel for advice with respect to issues of attorney-client privilege, scope of privilege, waiver and work product in connection with Special Counsel's services.

Other Work:

If called upon in the future to testify, respond to discovery about the engagement, or defend the confidentiality of the investigation in any proceeding City agrees to pay Firm for work related to such testimony or discovery at then applicable current rates for such work. In the event of a rate increase, Special Counsel will notify the City in writing before any increase becomes effective. Attorneys' fees for the investigator's separate counsel in the event of the need to respond to discovery, prepare for or testify about the investigation."

Hourly Rates:

| | |
|-------------------------------------|-----------------------|
| LESLIE ELLIS | \$435/hour |
| OTHER ATTORNEY INVESTIGATORS | \$315-435/hour |
| LEGAL SUPPORT SPECIALIST | \$185/hour |

COMPENSATION

Only those costs and expenses set forth in Section III of Exhibit "B", entitled "Reimbursements" shall be paid to Special Counsel.

Total compensation for legal services and reimbursements shall be charged in accordance with Exhibits "A" and "B" and shall not exceed the sum of Ten Thousand Dollars (\$10,000).

Exhibit B

BILLING PROTOCOLS/GUIDELINES

The City of Richmond (“City”) has adopted the following protocols for billing, budgeting, and planning for projects involving outside counsel. Special Counsel will be required to comply with this protocol. If you have questions concerning it, please contact the City Attorney for clarification. In the event you wish to negotiate changes due to the internal operation of your firm, please raise them in writing as soon as possible. Any changes to this protocol will need prior, written approval from the City Attorney. In the interest of fairness, all Special Counsel is required to comply with this protocol. This protocol is also to be used in conjunction with any new proposal for services.

These protocols and guidelines are instituted to ensure that Special Counsel conveys the information necessary for the City Attorney to manage outside projects and litigation. Also, because these guidelines are set out in advance, they are designed to minimize any confusion or misunderstanding. Compliance with these guidelines should enhance the attorney-client relationship. If you have any comments or suggestions that could improve this system, please feel free to contact the City Attorney.

I. BILLING FORMAT

Unless otherwise agreed, the following information must be provided in monthly bills:

- a. A detailed description of work, in time increments of .1 hour (one tenth of an hour) for and by each and every individual billing services.
- b. Identification of the lawyer who is in charge of the matter.
- c. Reasonably detailed disbursement breakdowns with backup documentation of any individual charge exceeding \$100.00.
- d. Each billing item must be separately stated on a separate line identifying the individual performing the services, the time spent and the exact nature of the service rendered.
- e. When charges are made for research time, the specific issue being researched and the need for the research should be identified.
- f. Each item billed should be coded to a specific litigation budget line item, if applicable.
- g. The City Attorney reserves the right to request various levels of detail and specific formats (such as columnar comparisons with established budgets).

Exhibit B

II. BILLING GUIDELINES

- a. All tasks set forth in Special Counsel's billing documentation shall be specific and detailed. Overly generalized listings of task descriptions such as "review contract" or "prepare for negotiations" are not acceptable.
- b. Billings under this Agreement shall not be provided in more than six (6) minute increments and shall represent the devotion of a full six minutes before an increment is billed. Under no circumstances shall Special Counsel use "block billing" procedures, wherein a list or series of activities is done each day with only an aggregate amount of time specified.
- c. Special Counsel shall keep the City advised of the identity and billing rates of those people working on the project account.
- d. All time shall be billed within 30 days of the end of the month in which services were performed.
- e. Counsel shall advise City whenever it anticipates the amount of services necessary to properly execute the task will exceed the amount of the contract. When accrued billings are equal to eighty percent (80%) of the Payment Limit, written notice shall be given to the City as soon as possible, via e-mail, to the City Attorney's Office, of this fact. In order to satisfy this notification requirement, Counsel shall monitor its accrued billings on a weekly basis and immediately notify the City Attorney if the eighty percent (80%) threshold is met. Special Counsel acknowledges the fiscal constraints on City funding and therefore Special Counsel assumes risk of non-payment for services rendered in the event the amount of services rendered exceeds the amount of the contract unless prior written authorization is received. Authorization to exceed the amount set forth in **Exhibit A** may be given only by City Attorney in writing.
- f. Only those attorneys approved by the City may bill on the case.
- g. Special Counsel shall not charge for more than one attorney at any hearing, deposition, or meeting of any kind without advance approval of the City Attorney.
- h. No more than two paraprofessionals may bill on a particular case without the prior approval of the City.
- i. The City has retained Special Counsel for its expertise, and therefore expects not to be billed for introductory or background research. City appreciates when Special Counsel has researched an issue previously and uses that research on present cases or projects. Do not charge the City for work Special Counsel has done and billed another client for in the past.

Exhibit B

- j. Within thirty (30) days of the Effective Date of this Agreement, Special Counsel shall provide any manuals or policies describing Special Counsel's billing practices.
- k. The City does not allow "double billing" of any sort. If Special Counsel is working on another client's matter, do not bill City for that time. This applies to travel time or any other matter.
- l. Training time is not billable. Law clerks may be used only with prior approval.
- m. City will not pay for new attorneys to "get up to speed" on a file unless it has been preapproved.
- n. If a matter arises that requires Special Counsel to open a new file, the City Attorney should be informed immediately.
- o. City reserves the right to require additional substantiation of any item of claimed expense.

III. REIMBURSEMENTS

- a. The City will reimburse Special Counsel for the following expenses, and for no other expenses:
 - Actual printing costs;
 - Copying costs at \$.12 / page (for legal documents and file materials, but not library materials);
 - Actual cost of postage (including express mail delivery charges);
 - Facsimile charges at the rate of \$0.25 per page;
 - Computer research support services (e.g., Westlaw, LEXIS or computer time or services) at actual cost, but not to exceed 15% of the total fees for all legal services;
 - Actual cost of long distance telephone calls;
 - Transcription and reporter's fees; and
 - Reasonable travel. The City does not pay for meals unless Attorney is required to be away from office for one full day. All meals and/or travel reimbursements will be subject to approval by the City Attorney. Travel expenses are limited to the lesser of actual expenses or expenses that would be authorized for City employee travel pursuant to City policy.
- b. The City Attorney must approve in advance any single reimbursement item in excess of \$250.
- c. Any expense other than those listed in section "a." must be approved by the City Attorney in writing and in advance in an approved budget.
- d. No compensation shall be allowed for administrative overhead or premiums added to the direct cost of research support or other services.

Exhibit B

- e. Court filings shall be prepared in a timely manner so that “rush” or “expedited” messenger fees are not incurred.
- f. Messenger and other charges in excess of actual costs are not permitted. City does not allow cost, plus a percentage, for actual outside costs
- g. City does not pay for secretarial time or secretarial overtime. City does not pay attorneys or paralegals for secretarial tasks or tasks that should not be included in Special Counsel’s overhead. For example, faxing, mailing, arranging for messengers and calendaring are not acceptable charges.
- h. City does not pay for billing or discussions of bills, including discussions initiated by the City or City’s requests for additional information about a bill.
- i. The practice of minimum billing charges is prohibited. Please charge for actual time spent. For example, a minimum of .2 for phone calls or .4 for letters is unreasonable unless it is an accurate measure of time spent.
- j. Do not charge for file opening or file closing. These are not true legal services, tasks or adequate descriptions of legal activities.

Exhibit C

SANCTUARY CITY COMPLIANCE STATEMENT

The undersigned, an authorized agent of Ellis Investigations, L.C. (hereafter "Contractor"), has had an opportunity to review the requirements of City of Richmond Ordinance 12-18 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:


- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if at any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this eighth day of November, 2021, at Sacramento, California.

Printed Name: Leslie D. Ellis **Title:** Partner
Signed:  **Date:** 11/8/21
Business Entity: Ellis Investigations Law Corporation

Vendor SCCO Compliance Statement (Aug2020)

Exhibit D

City of Richmond - Insurance Requirements - Type 2: Professional Services

In all instances where CONTRACTOR or its representatives will provide professional services (*architects, engineers, construction management, counselors, medical professionals, hospitals, clinics, attorneys, consultants, accountants, etc.*) to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

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| <p>Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:</p> <ol style="list-style-type: none"> 1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), and including coverage for bodily and personal injury, property damage, and products and completed operations (if applicable). 2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto). 3. Original and Separate Additional Insured Endorsement for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language. 4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage. 5. Original and Separate Waiver of Subrogation for Workers' Compensation insurance. 6. Professional Liability or Errors & Omissions Liability Insurance appropriate to the CONTRACTOR's profession (if required.) | |
|--|--|

| Required Coverage | Minimum Limits |
|--|--|
| Workers' Compensation and Employers' Liability | Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 . |
| General Liability <i>(primary and excess limits combined)</i> | \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit) . Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below. |

Exhibit D

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|---|
| <h3 style="margin: 0;">City of Richmond - Insurance Requirements - Type 2: Professional Services</h3> |
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| Automobile Liability | \$1,000,000 per occurrence for bodily injury and property damage. | |
| Professional Liability or Errors & Omissions Liability – <i>Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, & other consultants as may be required by the City.</i> | PROJECT COST | REQUIRED LIMIT |
| | \$0 - \$1 million \$1 million - \$5 million Over \$5 million | \$1 million p/o \$2 million p/o \$5 million p/o |
| Required Policy Conditions | | |
| Additional Insured Endorsement | Applicable to General Liability coverage. The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract. <i>ISO form CG 20 10 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement must not exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</i> | |
| Primary and Noncontributory | The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance. | |
| Waiver of Subrogation Endorsement Form | Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61 . | |
| Deductibles and Self-Insured Retentions | Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss. | |
| A. M. Best Rating | A: VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City. | |

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverage's and cover those insured in the underlying policies.

Exhibit D

City of Richmond - Insurance Requirements - Type 2: Professional Services

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

~~CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.~~

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City **before work may begin**. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place.

Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable