


Agenda Report Reviewed by:  
City Manager: 

CITY OF SEBASTOPOL  
CITY COUNCIL  
AGENDA ITEM

Meeting Date: July 19, 2022  
To: Honorable Mayor and City Councilmembers  
From: Ana Kwong – Administrative Services Director  
Subject: Approval of FY22-23 Annual Contracts  
Recommendation: City Council approve and authorize the City Manager to sign contract documents for the following:  
a. Renewal of Contract with West County Community Services for Operation of Park Village  
b. Renewal of Contract with West County Community Services Homeless Community Outreach  
c. Renewal of Contract with Community Outreach Coordinator  
d. Approval of Modification 1 to Amendment 34 to GHD Master Agreement 2010-01-36 with GHD Inc. for Engineering and Technical Support Services to the Engineering Division  
e. Approval of Modification 1 to Amendment 35 to GHD Master Agreement 2010-01-36 with GHD Inc. for City Engineering Services

Funding: Currently Budgeted:  X  Yes \_\_\_\_\_ No \_\_\_\_\_ N/A  
Net General Fund Cost:  
If Cost to Other Fund(s),  
Fund:

Account Code/Costs authorized in City Approved Budget (if applicable) AK (verified by Administrative Services Department)

**INTRODUCTION:**

This item is to request that the City Council and authorize the City Manager to sign contract documents for the following:

- a. Renewal of Contract with West County Community Services for Operation of Park Village
- b. Renewal of Contract with West County Community Services Homeless Community Outreach
- c. Renewal of Contract with Community Outreach Coordinator
- d. Approval of Modification 1 to Amendment 34 to GHD Master Agreement 2010-01-36 with GHD Inc. for Engineering and Technical Support Services to the Engineering Division
- e. Approval of Modification 1 to Amendment 35 to GHD Master Agreement 2010-01-36 with GHD Inc. for City Engineering Services

**BACKGROUND/DISCUSSION:**

The City has been using these services to continue our operation of City essential services. In order to successfully complete and continue with significant ongoing projects the City is undertaking, these contracts are necessary to continue to receiving such support from various consultants as they provide the benefits and professional services supporting staff in best interest of the City.

With the adoption of the FY22-23 budget on July 5, 2022, various departments are responsible for operation, and maintenance of these services, Each of the respective contract costs are budgeted in various departments. Therefore staff is respectfully seeking that the City Council approve and renew these contracts and authorize the City Manager to execute each agreement.

**PUBLIC COMMENT:**

As of the writing of this staff report, the City has not received any public comment. However, staff anticipates receiving public comment from interested parties following the publication and distribution of this staff report. Such comments will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the public hearing.

**PUBLIC NOTICE:**

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to schedule meeting date.

**FISCAL IMPACT:**

The funding for these contracts are budgeted in FY22-23 budget.

**RECOMMENDATION:**

Staff recommends that the City Council and authorize the City Manager to sign contract documents for the following:

- a. Renewal of Contract with West County Community Services for Operation of Park Village
- b. Renewal of Contract with West County Community Services Homeless Community Outreach
- c. Renewal of Contract with Community Outreach Coordinator
- d. Approval of Modification 1 to Amendment 34 to GHD Master Agreement 2010-01-36 with GHD Inc. for Engineering and Technical Support Services to the Engineering Division
- e. Approval of Modification 1 to Amendment 35 to GHD Master Agreement 2010-01-36 with GHD Inc. for City Engineering Services

Attachment(s):

Various Contracts

**AGREEMENT**

This agreement is made and entered into on July 11, 2022, (with an effective date of July 1, 2022, in the State of California, by and between the City of Sebastopol (CITY) and West County Community Services (WCCS), hereinafter referred to as parties.

The Parties to this AGREEMENT are the City of Sebastopol (CITY) and West County Community Services (WCCS) or Parties). The purpose of this Agreement is to memorialize the collaboration of the CITY and WCCS to operate Park Village as a supportive housing solution for the City of Sebastopol. The Parties expect that WCCS will operate Park Village independently of the CITY and provide human services to residents of Park Village that include case management services, rehabilitative and job services. In addition, WCCS will seek out partnerships with other non-profits to provide health and welfare services to residents of Park Village.

**WITNESSETH**

WHEREAS, the City desires to contract for such services with West County Community Services; and

WHEREAS, West County Community Services is experienced in providing human services to residents of Park Village that include case management services, rehabilitative and job services and possesses the proper experience and background to carry out the duties involved in this agreement; and

WHEREAS, City of Sebastopol wishes to enter into an agreement with West County Community Services for the performance of said services.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

**RECITALS**

- A. CITY is the owner of the property located at 6665 Sebastopol Avenue, commonly known as the Park Village Mobile Home Park.
- B. WCCS is a non-profit organization incorporated for the purpose of providing human services to the greater Western Sonoma County Area.
- C. WCCS will provide management of the mobile home park, hereafter, Park Village, for the purposes of providing human services, as further described below, to the residents of Park Village as necessary and as identified by professional case managers hired by WCCS to perform this task.
- D. WCCS intends to provide said services for the benefit of the people of the greater Sebastopol Area.
- E. The Parties intend that the relationship between WCCS and CITY shall be ongoing, transparent, and cooperative at all stages of this relationship for the purposes of providing services to local residents.

**AGREEMENT**

**WCCS agrees to complete the following tasks and provide the following services:**

- 1.) Identify and accommodate un-sheltered individuals primarily from the Sebastopol area as present law allows.
- 2.) Target and build geographical resources for assistance including West County Health Centers and other providers.

- 3.) Provide identified case management and supportive services for residents/ clients on an as needed or as identified basis.
- 4.) The Case Manager and Property Manager will also identify and screen new residents, assist in move-in of new residents as necessary. WCCS to be responsible for all aspects of management of the park such as renting/leases/evictions/etc. for tenants.
- 5.) Work with previously homeless clients to maintain housing units in apartments and eight trailers, replacing when necessary.
- 6.) Provide effective overall Park management.
- 7.) Identify and apply for continued funding streams from state, federal and local sources including community benefit sources and local health delivery referrals.

### **MUTUAL AGREEMENTS**

**A. USE OF PROPERTY**

Supportive Housing. The intent on both parties is to provide long term housing with support services for precariously housed people.

**B. TERM**

5 years to be extended by the Parties as agreed.

This is the first extension of the five-year agreement with first term ended June 30, 2022. This extension is a five-year agreement ending June 30, 2027.

WCCS shall have the option of continuing the agreement for additional five-year period: one (1) five (5) year option to extend the lease upon mutual approval of the parties as guided below:

The Parties recognize the investment of time and expense by both the CITY and WCCS. Based on those interests, the Parties agree to meet every January, commencing with January 2023, for the purpose of discussing the relationship, benefits and burdens of continuing. The Parties agree that they shall give six months' notice, in writing, of their desire to terminate the relationship which would be effective the following fiscal year of the decision to terminate.

**C. GRANT FUNDING**

CITY shall award WCCS a grant for funding purposes and operating expenses in the amount of \$73,000.00 for fiscal year 2022/2023.

CITY recognizes that the Parties will continue to work together in good faith to provide the services described herein. WCCS agrees to keep CITY informed of the costs of the services so provided. CITY agrees to pay for those services.

In January of each year, commencing with January 2023, the Parties shall meet for the purpose of formally exchanging budgets, meeting and conferring regarding expenses and the need for capital improvements-

Invoices will be provided to the City no later than the 5<sup>th</sup> of each month for processing. Invoices to be approved by the City Manager or his designated representative.

Payments will be made no later than the 15<sup>th</sup> of each month

**D. TIMING:**

Start-up phase completed in the 1<sup>st</sup> 5-year term.

**E. TRANSPARENCY**

At all times, the Parties, to the extent practical, shall keep each other informed of the progress of this project including complete transparency of financial records including costs. The Parties also agree to provide complete transparency on outcomes, progress and service levels. The Parties agree that each shall have audit rights of any costs, services or outcomes.

**F. CAPITAL IMPROVEMENTS AND OPERATING EXPENSES**

CITY shall be responsible for all capital improvements to the property following an agreed upon schedule attached as part of Exhibit A. Common building maintenance, operating expenses, taxes and insurance for the property shall be paid from the income of the property.

**G. SIGNAGE**

The Parties will agree on all potential signs.

**H. INSURANCE**

West County Community Services shall procure and maintain for the duration of the contract insurance claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Subcontractor, her/his agents, representatives, or employees. Refer to Exhibit "A", INSURANCE REQUIREMENTS FOR CONSULTANTS (REMIF), attached hereto and thereby made a part of this contract.

**I. RECORDS**

All records produced by West County Community Services during the course of the work performed under this agreement are and at all times shall remain the property of the CITY. WCCS shall assemble these records in an orderly fashion and store same for the length and duration of this agreement, in a mutually agreed upon location so that they may be reasonably available to the officials of CITY as required. Copies of records shall be provided to the City from time to time, as requested.

**J. INDEMNITY**

West County Community Services agrees to indemnify, defend and save and hold harmless the City from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this agreement and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by West County Community Services in the performance of this agreement. The City agrees to identical terms with respect to West County Community Services.

**K. PROFESSIONAL STANDARDS**

West County Community Services warrants and guarantees that the work hereunder shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which West County Community Services in engaged.

**L. ALTERNATIVE DISPUTE RESOLUTION**

The parties agree to the alternative dispute resolution procedures outlined here. In the event of a dispute involving the provisions of this agreement, the parties shall first endeavor to self-mediate the dispute by good faith meetings. Either party may declare, after meeting at least once, that the parties have reached impasse. Then, the parties shall identify a suitable mediator who works as a full-time mediator. That mediator and the parties shall attempt to resolve the dispute. If the dispute is not resolved between the parties pursuant to mediation. The mediator will act as arbitrator and decide the issue known as mediation/arbitration.

**M. TIME**

Time is of the essence in this agreement.

**N. WRITINGS**

No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral or unilateral understanding or agreement with respect to the work specified under this agreement shall be binding on any of the parties hereto.

**O. NOTICES**

Any notices required by this Agreement shall be in writing and either given in person or by first class mail with the postage prepaid and addressed as follows:

West County Community Services  
Mailing address:  
PO Box 325  
Guerneville, CA 95446

City of Sebastopol  
ATTN: City Manager/City Attorney  
7120 Bodega Avenue  
Sebastopol, CA 95472

**P. ASSIGNMENT**

This Agreement is not assignable by either Employer or Employee.

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Tim Miller  
Executive Director  
West County Community Services

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## EXHIBIT A

### CITY OF SEBASTOPOL INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. A Waiver of Subrogation endorsement is required on Workers' Compensation Insurance.

#### Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. **General Liability:** \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Auto Liability:** \$2,000,000 per accident for bodily injury and property damage.
3. **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

#### Deductibles and Self-Insured Retentions

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

#### Other Insurance Provisions

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

1. The *named additional insured* with respect to this contract shall include the following:

**The CITY OF SEBASTOPOL, its Officers, Officials, Employees, and Volunteers.**

2. The *named additional insured* are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.



### INSURANCE REQUIREMENTS FOR CONTRACTORS (continued)

3. For any claims related to this project, the Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City of Sebastopol's insurance or self-insurance.
4. It shall be a requirement under this contract that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Contract; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the City of Sebastopol.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

#### Verification of Coverage

Within ten days of the City's request, the Contractor shall furnish the City with original certificates and amendatory endorsements affecting the coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms or a separate owner's policy, provided those forms or policies are approved by the City and amended to conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before the contract is executed by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**All certificates and endorsements shall reference the appropriate policy number, names of insured, and shall be signed by an authorized representative of the insurer. Original documents required.**

#### Subcontractors

Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the Contract. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the contract indemnity and insurance provisions will be furnished to the Subcontractor upon request. The Contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and contractor will provide proof of compliance to the City.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract. Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work. A copy of the City contract indemnity and insurance provisions will be furnished to the Subcontractor upon request.

B. FIVE YEAR FINANCIAL BUDGET - Attached

			Budget		Budget		Budget		Budget		Budget		
			1		2		3		4		5		
			22-23		23-24		24-25		25-26		26-27		
Income			3%		3%		3%		3%		3%		
		Donations											
		City Funding	73,000.00		73,000.00		73,000.00		73,000.00		73,000.00		
		Space Units (27 total)	132,436.25	19	135,416.06	19	138,462.92	19	141,578.34	19	144,763.85	19	
		PV 8 Units	31,190.70	8	31,190.70	8	31,190.70	8	31,190.70	8	31,190.70	8	
		Apartments / new	16,980.00	2	16,980.00	2	16,980.00	2	16,980.00	2	16,980.00	2	
		New pads	4,968.60	2	9,000.00	2	9,000.00	2	9,000.00	2	9,000.00	2	
		Utilities	79,900.00		83,096.00		86,419.84		89,876.63		93,471.70	31	
<b>Total Income</b>			338,475.55	<b>31</b>	348,682.76	<b>31</b>	355,053.46	<b>31</b>	361,625.67	<b>31</b>	368,406.25		
		Vacancy rate	10,154.27	3%	10,460.48	3%	10,651.60	3%	10,848.77	3%	11,052.19	3%	
			328,321.28		338,222.28		344,401.86		350,776.90		357,354.06		
<b>Expenses</b>													
		Physical Operations											
		Repairs & Maintenance	20,000.00	4%	20,800.00	4%	21,632.00	4%	22,497.28	4%	23,397.17		
		Management	26,400.00	2%	26,928.00	2%	27,466.56	2%	28,015.89	2%	28,576.21		
		Insurance	2,400.00	4%	2,496.00	4%	2,595.84	4%	2,699.67	4%	2,807.66		
		Property Tax	5,537.92	2%	5,648.68	2%	5,761.65	2%	5,876.89	2%	5,994.42		
		Unit Replacement	45,000.00	4%	46,800.00	4%	48,672.00	4%	50,618.88	4%	52,643.64		
		Utilities	94,000.00	4%	97,760.00	4%	101,670.40	4%	105,737.22	4%	109,966.70		
		Total Physical Operations	193,337.92		200,432.68		207,798.45		215,445.83		223,385.80		
<b>Total Operating Expenses</b>			193,337.92		200,432.68		207,798.45		215,445.83		223,385.80		
<b>WCCS Project &amp; Case Management</b>													
		Personnel	3%		3%		3%		3%		3%		
		Project Manager	20%	14,636.30	15,075.39	15,527.65	15,993.48	0	16,473.28				
		On-site Manager	100%	32,136.00	33,100.08	34,093.08	35,115.87		36,169.35				
		Case Manager	100%	47,837.32	49,272.44	50,750.61	52,273.13		53,841.33				
		Tax & Benefits	19%	17,975.83	18,515.10	19,070.56	19,642.67		20,231.95				
				112,585.45	115,963.01	119,441.90	123,025.16		126,715.91				
		Agency Indirect Costs		16,887.82	15%	17,394.45	15%	17,916.29	15%	18,453.77	15%	19,007.39	15%
<b>Total Project &amp; Case Management</b>			129,473.26		133,357.46		137,358.19		141,478.93		145,723.30		
<b>Total Total Expenses</b>			322,811.18		333,790.14		345,156.64		356,924.76		369,109.10		
<b>Net (Cost) / Surplus</b>			5,510.09		4,432.14		(754.78)		(6,147.86)		(11,755.04)		
		Other Grant Expenditures											
<b>Project Fund Balance</b>	<b>11,000</b>		<b>16,510</b>		<b>20,942</b>		<b>20,187</b>		<b>14,040</b>		<b>2,285</b>		



## Memorandum of Understanding

### **I. Introduction**

This Memorandum of Understanding (Agreement) stands as evidence that West County Community Services- WCCS will work collaboratively to provide Homeless Outreach services. Term: 07/01/2022 to 06/30/2023.

**Funding Amount: \$76,728**

### **II. Program Description**

Under the general direction of the Director of Housing and Homeless services, the Outreach Coordinator will coordinate citywide efforts (faith based, non-profit, business, governmental), as well as provide hands-on services to people without homes in Greater Sebastopol.

#### **City of Sebastopol Agrees to Provide:**

1. Funding for one FTE position and related program costs
2. City resources dedicated to solving Homelessness
3. Monthly project status meetings
4. Prompt monthly payment

#### **WCCS Agrees to Provide:**

1. Refer people without homes to Coordinated Entry as appropriate
2. Represent WCCS at relevant meetings
3. Take leadership role in homeless services
4. Develop relationships with clients and connect them to services
5. Learn about homeless service system in Sonoma County
6. Connect people without homes to housing options
7. Connect people to supportive services: SDI, housing vouchers, employment, IDs, etc.
8. Develop citywide services matrix to inform both housed and unhoused communities as to what type and availability of services
9. Increase citywide understanding of rules/laws around homelessness
10. Develop volunteer/civic engagement opportunities around homelessness
11. Support Safe Parking efforts.

West County Community Services [www.westcountyservices.org](http://www.westcountyservices.org)  
16390 Main Street, P.O. Box 325 Guerneville, CA 95446  
(707) 823-1640 FAX (707) 824-1642



**III. Term**

The term of this Agreement shall be July 1, 2022 to June 30, 2023

**IV. Indemnification**

Each party is an independent entity, responsible for its acts and the acts of its officers, agents and employees. Consequently, each party agrees to indemnify, defend and hold harmless the other party, its officers, agents and employees from any and all loss, injury, liability, damages, claims, demands, suits, or judgments arising from the acts or omissions of its officers, agents, and employees in connection with the performance of this agreement.

**V. Confidentiality**

The parties shall maintain the confidentiality of information gathered and all records generated during the period of this agreement pursuant to applicable Federal and State laws. This does not prohibit staff from reporting suspected neglect or abuse of participants to agencies as required by law.

**IX. Signatures**

\_\_\_\_\_ Date: \_\_\_\_\_

City of Sebastopol

\_\_\_\_\_ Date: \_\_\_\_\_

Tim Miller, Executive Director WCCS

AMENDMENT NUMBER Eight (8) TO  
MASTER AGREEMENT FOR COMMUNITY OUTREACH COORDINATOR SERVICES  
{HOLLY HANSEN PUBLIC RELATIONS}

WHEREAS, the City Council of the City of Sebastopol on September 17, 2013, approved Award of Contract to Holly Hansen Public Relations for Communications Outreach Coordinator activities for a one-year contract; and

WHEREAS, the consultant has performed and continues to perform above and beyond the scope of work listed in the contract and has continued to work with City staff, as well as other City organizations, ensuring that the City continues its commitment to open and honest government and strives to consistently meet the community's expectations by providing excellent service, in a positive and timely manner, and in the full view of the public; and

WHEREAS, the parties hereby agree to amend the above-mentioned agreement for a period not to exceed June 30, 2023; and

WHEREAS, the parties hereto agree to amend the above-mentioned agreement for a not to exceed amount of \$3000.00 per month; and

WHEREAS, the CITY may from time-to-time have the need for other services not specifically listed in this agreement for which CONSULTANT has the necessary experience and capabilities to provide. CITY and CONSULTANT may mutually agree to substitute services, on a case by case basis; and

WHEREAS, the parties hereto agree to all terms and conditions as stated in the original contract and are hereby incorporated by reference and made a part of this contract.

SIGNED AND EXECUTED THIS \_\_\_\_\_ day of July 2022.

City of Sebastopol

Consultant

Larry McLaughlin

Holly Hansen

City Manager

Holly Hansen Public Relations



**MODIFICATION 1  
TO AMENDMENT NO. 34  
OF MASTER AGREEMENT 2010-01-36  
FOR ENGINEERING AND TECHNICAL SUPPORT  
TO ENGINEERING DIVISION  
BETWEEN THE CITY OF  
SEBASTOPOL AND GHD**

The parties hereto agree to amend the above-captioned agreement as described below and on the attached Proposal.

**As-Needed City Engineering Support Services:**

- Regulatory compliance for the water, sewer and storm water utilities;
- Development of “typical” grant applications such as CDBG, TDA3 requiring less than 8 hours of effort for each application;
- Assist in the preparation of the City Engineering division annual budget;
- Assist in the preparation of the 5-year Capital Improvement Program (CIP) and annual CIP budget;
- Coordinate and manage the City’s SB 1383 compliance requirements and represent the City at the monthly Zero Waste Sonoma jurisdiction meetings;
- Coordinate and oversee the City’s storm water management program and represent the City at the RRWA technical group meetings, MS4 permit meetings with the State, review related reports and make recommendations;
- Coordinate and represent the City at the Groundwater Sustainability Agency (GSA), review related reports and make recommendations;
- Coordinate with the Sonoma County Transportation Agency, review related reports and make recommendations;
- Represent the City at the CDC meetings pertaining to CDBG grant applications;
- Prepare agenda reports, staff reports, and correspondence and attend City Council meeting as requested;
- Respond to the public and other agencies’ inquiries as pertains to the Engineering Division, respond to Public Records Act (PRA) requests;
- Coordinate with other City departments on matters related to the Engineering Division;
- Review and recommend approval of payment claims for other consultants and contractors performing work for the Engineering Division;
- Prepare exhibits, maps, presentation materials for Council and other public meetings;
- Attend public meetings for matters pertaining to the Engineering Division as requested by City.

**Amount of Modification 1 is not to exceed \$110,000.00.**

**Term of this Amendment is August 1, 2022 to June 30, 2023.**

Prior to incurring any costs in excess of this “Not to Exceed” amount, Consultant shall provide a written request for compensation for extra work, with an estimate of the additional anticipated cost. City assumes no responsibility for compensation of extra work performed by Consultant without prior notification and written approval of the City.

Prior to commencement of work, Consultant shall provide the required insurance and endorsements as amended and shown in Exhibit A.

All other terms and conditions of Master Agreement 2010-01-36 are hereby incorporated by reference and made a part of this Contract.

**APPROVED:**

**CITY OF SEBASTOPOL**

**GHD, Inc.**

\_\_\_\_\_  
Larry McLaughlin  
City Manager/City Attorney

\_\_\_\_\_  
Matthew G. Kennedy, PE  
Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Our ref:** 12586142

June 27, 2022

Larry McLaughlin  
City of Sebastopol  
7120 Bodega Ave.  
Sebastopol, CA 95473

**Re: Proposal for Engineering and Technical Support to Sebastopol Engineering Division for Fiscal Year 2022-23**

Dear Mr. McLaughlin:

GHD is pleased to provide this proposal for professional engineering services to provide on-call support to you and the Engineering Division. This proposal is submitted as provided for in GHD's Master Agreement 2010-01-36 with the City of Sebastopol.

## **Scope**

It is our understanding that the City has a continued need for as-needed engineering and technical support services due to the vacancy in the Engineering Manager position. The City desires as-needed engineering and technical assistance in a variety of activities, programs, and tasks routinely performed by the Engineering Manager in the following categories including, but not limited to:

- Regulatory compliance for the water, sewer and storm water utilities;
- Development of "typical" grant applications such as CDBG, TDA3 requiring less than 8 hours of effort for each application;
- Assist in the preparation of the City Engineering division annual budget;
- Assist in the preparation of the 5-year Capital Improvement Program (CIP) and annual CIP budget;
- Coordinate and manage the City's SB 1383 compliance requirements and represent the City at the monthly Zero Waste Sonoma jurisdiction meetings;
- Coordinate and oversee the City's storm water management program and represent the City at the RRWA technical group meetings, MS4 permit meetings with the State, review related reports and make recommendations;
- Coordinate and represent the City at the Groundwater Sustainability Agency (GSA), review related reports and make recommendations;
- Coordinate with the Sonoma County Transportation Agency, review related reports and make recommendations;
- Represent the City at the CDC meetings pertaining to CDBG grant applications;
- Prepare agenda reports, staff reports, and correspondence and attend City Council meeting as requested;
- Respond to the public and other agencies' inquiries as pertains to the Engineering Division, respond to Public Records Act (PRA) requests;



- Coordinate with other City departments on matters related to the Engineering Division;
- Review and recommend approval of payment claims for other consultants and contractors performing work for the Engineering Division;
- Prepare exhibits, maps, presentation materials for Council and other public meetings;
- Attend public meetings for matters pertaining to the Engineering Division as requested by City.

## Project Team

GHD proposes the following key team members for this important assignment:

### *Toni Bertolero, P.E., Senior Engineer*

toni.bertolero@ghd.com

707.228.5760 (mobile), 707.523.1010 (office), 707.921.7647 (direct)

Toni has over 35 years of experience in municipal engineering. Her broad experience has been in the area of public works and utilities engineering and management. She returned to GHD after serving as the Town of Windsor's Public Works Director and Town Engineer. She has also held the title of City Engineer with the cities of Benicia, Cotati, Rohnert Park, and Sonoma, and was Utilities Engineer-Manager for the City of Benicia Utilities Department. Her experience includes water resources engineering, transportation engineering, CIP and Public Works O&M planning, budgeting and funding; water supply, contract negotiations, agency coordination, permit acquisition, and regulatory agency negotiations.

### *Ramon Plaza Martinez, E.I.T, Staff Engineer*

ramon.martinez@ghd.com

707.523.1010 (office), 707.921.7659 (direct)

Ramon is a recent addition to GHD's Traffic Engineering group following seven years of experience as an Engineer for the Mendocino County Department of Transportation. He has a BS in Civil Engineering from CSU Sacramento. He supports roadway, transportation and other projects throughout Northern California, while focusing on traffic engineering. His experience includes plan development for roadway design, traffic signal design and retaining wall designs; preparing technical memo's; traffic impact study reports; and compiling specifications and estimates for a variety of projects. Ramon will be available four days per week for three hours per day (generally 1pm to 4pm) to support the Engineering Department.

Toni and Ramon will be supported by a team of professional engineers, planners, and support staff with expertise in the specific area of need. On occasion, the assigned City Engineer or Matt Kennedy will provide back-up support if Toni is unavailable.

## Fee

GHD proposes a time-and-materials fee not to exceed \$120,000 for Fiscal Year 2022-23. Rates for GHD staff will be at our standard billing rates, which are included as Attachment 1.

Council approved Resolution No. 6445 on June 21, 2022 and authorized City Budget continuation through July 2022. While this proposal is for the entire fiscal year, it is understood that the initial contract authorization is for the term July 1, 2022 through July 31, 2022, with a budget authorization of \$10,000.

When the City Council approves the Fiscal Year 2022-23 Budget, a modification to the Contract Amendment can then be approved by the City for the balance of the fiscal year.

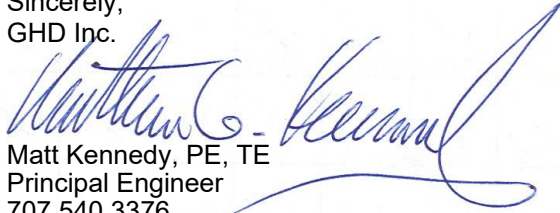
## Schedule

The term of the proposed services is July 1, 2022 through June 30, 2023.

## Closing

We welcome the opportunity to continue our work with the City of Sebastopol on this important assignment. Should you have any questions, please do not hesitate to contact me or Toni Bertolero.

Sincerely,  
GHD Inc.



Matt Kennedy, PE, TE  
Principal Engineer  
707.540.3376  
matt.kennedy@ghd.com

Attachment 1: GHD Standard Rate Schedule



# FY2022 Standard Fee Schedule

Finance Class Code Name	Fee Range		
Technical Director	\$ 200.00	-	\$ 285.00
Professional	\$ 115.00	-	\$ 175.00
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Business Services Manager	\$ 210.00	-	\$ 275.00
Admin Officer	\$ 75.00	-	\$ 215.00
Construction Manager	\$ 205.00	-	\$ 250.00
Engineer/Supervisor	\$ 150.00	-	\$ 200.00
Inspector/Specialist	\$ 80.00	-	\$ 165.00
Operator/Labourer	\$ 95.00	-	\$ 125.00

- 1 Rates are for employees of all GHD companies.
- 2 All travel cost will be invoiced at coach class rates. Lodging and meal expenses will be at cost unless per diem rate is negotiated.
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- 4 GHD has implemented a system of billing for consumables on a per hour basis. Associated Project Cost (APC) is a unit cost replacing the individual tracking of some of the consumable costs directly related to projects. Each year the total consumable audited costs are compiled from our general ledger including:
  - Office consumables including engineering supplies and postage
  - Reproduction consumable costs including equipment lease and maintenance, printing, and
  - Communication consumables including telephone expenses
  - Equipment consumable including CADD, software, and IT expenses

Associated project cost (APC) will be invoiced at the following rate:

  - a. General Associated Project Charges APC: \$6.50 / labor hour or 4% of labor costs
  - b. Field Services/Construction Inspector APC: \$11.50 / labor hour
- 5 Reimbursement for vehicles used for proposed services will be at the federally approved mileage rates or at a negotiated monthly rate.
- 6 Overtime for non-exempt employees will be charged at 1.5 times the hourly billing rate.
- 7 If prevailing wage are applicable, the above billing rates and APC will be adjusted proportionate to the increase in labor cost
- 8 The Rate Schedule is subject to change annually



## City of Sebastopol

### Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation insurance, as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.  
(Not required if consultant provides written verification that it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City of Sebastopol for review.  
If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Sebastopol requires, and shall be entitled to, the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sebastopol.

#### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City of Sebastopol, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

### **Primary Coverage**

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sebastopol, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

### **Notice of Cancellation**

Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.

### **Waiver of Subrogation**

Consultant hereby grants to the City of Sebastopol a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Sebastopol by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Sebastopol has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Contractor, its employees, agents, and subcontractors.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City of Sebastopol. The City of Sebastopol may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Sebastopol.

### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sebastopol.

### **Verification of Coverage**

Consultant shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City of Sebastopol before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### **Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance, meeting all the requirements stated herein, and Contractor shall ensure that the City of Sebastopol is an additional insured on insurance required from subcontractors.

### **Special Risks or Circumstances**

The City of Sebastopol reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



**MODIFICATION 1  
TO AMENDMENT NO. 36  
OF MASTER AGREEMENT 2010-01-36  
FOR INTERIM CITY ENGINEERING SERVICES  
BETWEEN THE CITY OF  
SEBASTOPOL AND GHD**

The parties hereto agree to modify Amendment No. 36 of the above-captioned agreement as described below and on the attached Proposal.

Scope of services for Interim City Engineer include:

- Attend formal public and resource agency meetings such as with City Council, Planning Commission, SCTA, Caltrans, RRWA, SR-GSA, other public agencies, and other formal public meetings.
- Attend staff level meetings with City staff, other public agency staff, public officials, community leaders and the general public.
- Assist in oversight and coordination and serve as the Single Point of Contact (SPOC) with other public agencies such as: Caltrans for federal and state transportation funded projects from the standpoint of meeting State requirements; or Sonoma County Transportation Authority (SCTA) for meeting State and Federal requirements when a City Engineer is needed.
- Provide technical consultation to City personnel for city engineering questions.
- Attend development review meetings and review preliminary applications as requested by the Planning Department.
- Prepare conditions of approval and project review of minor development applications that are not covered under the City's cost recovery program.
- Review and provide construction observation and review of City encroachment and grading permits (excluding permits for large, private development projects covered under the City's cost recovery program).
- Project management, administration, and coordination of office and field tasks.
- Other miscellaneous work normally performed by the City Engineer.

**Amount of Modification 1 is not to exceed \$110,000.00.**

**Term of this Modification is August 1, 2022 to June 30, 2023.**

Prior to incurring any costs in excess of this "Not to Exceed" amount, Consultant shall provide a written request for compensation for extra work, with an estimate of the additional anticipated cost. City assumes no responsibility for compensation of extra work performed by Consultant without prior notification and written approval of the City.

Prior to commencement of work, Consultant shall provide the required insurance and endorsements as amended and shown in Exhibit A of Master Agreement.

All other terms and conditions of Master Agreement 2010-01-36 are hereby incorporated by reference and made a part of this Contract.

**APPROVED:**

**CITY OF SEBASTOPOL**

**GHD, Inc.**

\_\_\_\_\_  
Larry McLaughlin  
City Manager/City Attorney

\_\_\_\_\_  
Matthew G. Kennedy, PE  
Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_

2235 Mercury Way, Suite 150  
Santa Rosa, CA 95405  
USA  
www.ghd.com



Our ref: 12586144

June 27, 2022

Larry McLaughlin  
City of Sebastopol  
7120 Bodega Ave.  
Sebastopol, CA 95473

**RE: Proposal for Interim City Engineering Services for Fiscal Year 2022-23**

Dear Mr. McLaughlin:

GHD is pleased to provide this proposal for professional City Engineering services. This proposal is submitted as provided for in GHD's Master Agreement 2010-01-36 with the City of Sebastopol.

It is proposed that Mr. Mario Landeros, PE, will continue as the assigned Interim City Engineer on a part-time, as-needed basis. The official title of this role is Interim City Engineer, but for purposes of this proposal and during the course of work, this position may also be referred to as "City Engineer."

**Project Team**

GHD proposes the following key team members for this important assignment:

*Mario Landeros, P.E., Assigned Interim City Engineer*

mario.landeros@ghd.com

707.228.6111 (mobile), 707.523.1010 (office), 707.236.1542 (direct)

Mario has over 30 years of municipal engineering experience, most recently serving as the City of Healdsburg Principal Engineer and Interim City Engineer before retiring in 2018. Mario's knowledge and skills in city engineering functions and activities, particularly in Sonoma County, make him an ideal fit with the City of Sebastopol. Mario has served as the Interim City Engineer for the City of Sebastopol since January 1, 2022.

*Toni Bertolero, P.E., Senior Engineer*

toni.bertolero@ghd.com

707.228.5760 (mobile), 707.523.1010 (office), 707.921.7647 (direct)

Toni has over 35 years of experience in municipal engineering. Her broad experience has been in the area of public works and utilities engineering and management. She returned to GHD after serving as the Town of Windsor's Public Works Director and Town Engineer. She has also held the title of City Engineer with the cities of Benicia, Cotati, Rohnert Park, and Sonoma, and was Utilities Engineer-Manager for the City of Benicia Utilities Department.

For the City Engineer role, Mario will be supported by various GHD staff with internal coordination and general oversight by Toni Bertolero. If needed, GHD will provide a licensed surveyor for review and approval of the accuracy of parcel/final maps and other land surveying decisions. Other support staff will include specialty professional staff to oversee the City's other programs such as the stormwater management program, groundwater sustainability program and City representation at regional meetings.

GHD will provide construction observation of minor City encroachment permits when City Engineering observation is needed. The level of inspection will be assigned by GHD depending on the complexity of the permit and the availability of inspection staffing at the time the request is made. For purposes of this proposal, inspection rates may be considered prevailing wages and will be paid when appropriate.

Tasks to be performed under this proposal:

- Attend formal public and resource agency meetings such as with City Council, Planning Commission, SCTA, Caltrans, RRWA, SR-GSA, other public agencies and other formal public meetings.
- Attend staff level meetings with City staff, other public agency staff, public officials, community leaders and the general public.
- Assist in oversight and coordination and serve as the Single Point of Contact (SPOC) with other public agencies such as: Caltrans for federal and state transportation funded projects from the standpoint of meeting State requirements; or Sonoma County Transportation Authority (SCTA) for meeting State and Federal requirements, when a City Engineer is needed.
- Provide technical consultation to City personnel for city engineering questions.
- Attend development review meetings and review preliminary applications as requested by the Planning Department.
- Prepare conditions of approval and project review of minor development applications that are not covered under the City's cost recovery program.
- Review and provide construction observation and review of City encroachment and grading permits (excluding permits for large, private development projects covered under the City's cost recovery program).
- Project management, administration, and coordination of office and field tasks.
- Other miscellaneous work normally performed by the City Engineer.

Other City Engineering tasks that may arise, from time to time, will be provided upon request and by separate contract, namely:

- Preparation of plans, specifications and estimates for capital improvement projects and other maintenance projects.
- Provide construction management of capital improvement projects and other maintenance projects.
- Perform City Engineer review of private development projects, including plan check, approval of improvement plans, final maps and other engineering-related documents for development projects covered under the City's cost recovery program.
- Provide inspection of large, private development projects covered under the City's cost recovery ("deposit account") program.
- Provide inspection of major City encroachment permits.

## **Schedule**

The term of the proposed services is July 1, 2022 through June 30, 2023.

## **Fee Estimate**

GHD proposes a time-and-materials fee not to exceed \$120,000 for Fiscal Year 2022-23. Rates for GHD staff will be at our standard billing rates, which are included as Attachment 1.



Council approved Resolution No. 6445 on June 21, 2022 and authorized City Budget continuation through July 2022. While this proposal is for the entire fiscal year, it is understood that the initial contract authorization is for the term July 1, 2022 through July 31, 2022, with a budget authorization of \$10,000.

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## Closing

We welcome the opportunity to continue our work with the City of Sebastopol on this important assignment. Should you have any questions, please do not hesitate to contact me or Toni Bertolero.

Sincerely,  
GHD Inc.



Matthew G. Kennedy, P.E., T.E.  
Principal Engineer  
707.540.3376  
matt.kennedy@ghd.com

Attachment 1: GHD Standard Rate Schedule



Attachment 1

# FY2022 Standard Fee Schedule

Finance Class Code Name	Fee Range		
Technical Director	\$ 200.00	-	\$ 285.00
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## Exhibit A

### City of Sebastopol

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Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City of Sebastopol.

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Consultant shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City of Sebastopol before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance, meeting all the requirements stated herein, and Contractor shall ensure that the City of Sebastopol is an additional insured on insurance required from subcontractors.

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